

SUPERINTENDENTS CONTRACT OF EMPLOYMENT ELGIN PUBLIC SCHOOLS

THIS CONTRACT is made by and between the Board of Education of Elgin Public Schools, legally known as Antelope County School District 02-0018, and referred to as "the Board" and "the school district" respectively, and Daniel Polk, referred to herein as "the Superintendent".

The Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of three years beginning on July 1, 2017, and expiring on June 30, 2020. References to "contract year" shall mean the period from July 1st through June 30th. During each of these two years, the Superintendent shall render at least 230 working days of service, as that term is defined herein, in the performance of his or her duties as Superintendent. **Definition of "Working Days."** For the purpose of this section, the term "working days" shall not generally include any Saturday, Sunday, or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. It is understood, however that the Superintendent may from time to time be required to perform duties on Saturdays or Sundays. "Working days" shall include, but not be limited to, all days that school is in session for students or certificated employees, together with Christmas break, fall break, spring break, and any other Board-approved days when school is otherwise not in session. For clarification, a "working day" is a day the superintendent is actually working doing school business, attending meetings, or performing other functions to fulfill their school duties. School break days will be counted in the working day total only if the superintendent is at school working.

The Board expects that, unless the Superintendent is out of the district on school business, the Superintendent will generally be at school on all days when school is in session and on non-school days designated by the Board. Whenever possible, the Superintendent shall keep the board informed of his or her schedule in advance of any absences. In all cases, the Superintendent shall inform the school secretary of his or her whereabouts and the phone number where he or she can be reached when he or she is away from school on working days.

The Superintendent shall keep complete and accurate records of his or her working days, and shall provide the Board of Education with a report of his or her accumulated working days in each month's board packet.

Section 2. Negotiation of New Contract: The Board and Superintendent shall enter into negotiation not later than November 15, 2019 with the offer or non-renewal of the superintendent's contract to be completed on or before December 15, 2019.

Section 3. Notice of Non-Renewal: Notice of intent to non-renew the Contract shall be given to the Superintendent on or before December 15th of the last year of the

contract. It shall be the Superintendent's obligation to remind the board of this provision by placing an agenda item regarding contract renewal on the agenda of the board's regular November meeting. Failure by the Superintendent to place this item on the agenda as required by this paragraph shall be grounds for the termination and/or cancellation of the superintendent's contract.

Section 4. Salary. The Superintendent's salary for the 2017-2018 contract year, shall be \$118,134.82 which shall be paid in 12 equal monthly installments beginning in the month of July, 2017. The payments shall be made on or before the 15th of each month. Salary payments are subject to state and federal withholding required by law, including without limitation, retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 5. Professional Status. The Superintendent affirms that he or she is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, he or she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he or she will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he or she registers his or her certificate.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote his or her time, skill, labor and attention to his or her duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns him or her. By agreement with the Board, he or she 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 or her duties and obligations to the school district. Outside work performed by the Superintendent shall not be counted as a working day for the Elgin District.

Section 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. He or she shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He or she is responsible for administering the instruction of students and the business affairs of the school district.

Section 8. Residence. The superintendent's primary residence shall be within the Elgin Public School district.

Section 9. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of 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 that substantially interferes with the Superintendent's continued performance of his or her duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

Section 10. Disability. If the Superintendent is unable to perform his or her duties by reason of illness, accident or other disability beyond his or her control, and the disability continues for more than thirty (30) days, or if the disability is permanent, irreparable, or of such a nature as to make performance of his or her duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate.

Section 11. Transportation. The Board shall provide the Superintendent with transportation or reimburse the Superintendent for mileage required in the performance of his or her official duties at the rate stated in Board policy. The Superintendent shall use school transportation when it is available.

Section 12. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. **Health Insurance.** The Superintendent shall receive the same health insurance benefits which are provided to full time teachers employed by the District, with the addition of family dental coverage.
- b. **Sick Leave.** The Superintendent shall have twelve (12) days of paid sick leave for each Contract Year. Sick leave days may be used by the Superintendent on days which the Superintendent is unable to perform his or her duties because he or she is too ill to work. Unused sick leave may be carried over from Contract Year to Contract Year. If the Superintendent carries forward any sick leave days to any Contract Year, the number of sick leave days he or she shall be awarded in such Contract Year shall be the lesser of (a) twelve (12) days and (b) the number of days which will bring the Superintendent's accumulated unused sick leave days to forty (40). In no case shall the Superintendent accumulate more than forty (40) days of unused sick leave. If the superintendent qualifies for disability pay under the long-term disability policy, he or she shall be required to take the disability pay instead of sick leave pay. He or she shall call the school secretary in the morning each day that they will be absent because of sickness. The Superintendent

shall maintain, and keep current, a record of their sick leave, and shall include the written record in the board packet each month. If either party to this contract terminates the employment relationship during or at the conclusion of the term of this contract, the Superintendent **shall not** be compensated for any unused sick leave.

- c. **Disability.** The Superintendent shall receive the same long term disability benefits that are provided to the full-time teachers employed by the district.
- d. **Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: NCSA-Nebraska Council of School Administrators, AASA-American Association of School Superintendents. Upon approval of the Board, the Board may pay the Superintendent's membership fees for other organizations.
- e. **Professional Development.** The Superintendent is expected to continue his or her professional development and to participate in relevant learning experiences. With the approval of the Board, he or she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.

Section 13. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 14. 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 or she was paid but had not earned prior to the date of termination of this contract.

Section 15. Evaluation. The Board and Superintendent shall meet at least once annually and may include other appropriate school officials of the school district for the purpose of establishing school district goals and objectives for the ensuing calendar year. Said goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated as hereinafter provided. This annual meeting shall normally be held during January with the initial such meeting conducted on or before January 31st. Goals established will be for the calendar year due to board service falling on the calendar year.

The Board shall evaluate the performance of the Superintendent at least twice

during his or her first year of employment and at least once each year thereafter. For this purpose, the Superintendent shall submit to the Board a recommended format for conducting the evaluation no later than September 1, 2016. The Board shall meet and discuss the proposed format, attempting in good faith to reach consensus with the Superintendent as to a mutually agreeable evaluation format. Thereafter, the Board shall adopt an evaluation format and shall evaluate the Superintendent pursuant thereto. The Board shall endeavor to conduct the first evaluation no later than November and April during the first year of the contract and no later than November in each year thereafter.

To conclude the evaluation, the Board shall meet for the purpose of discussing the results of the evaluation and any related matters, such as the terms of the Superintendent's contract. The Superintendent shall receive a copy of the evaluation and have the right to submit a response to the evaluation. The evaluation and the Superintendent's written response shall be made a part of the Superintendent's personnel file. Following the Superintendent's evaluation or his or her written response, and at the request of either party, the Board may meet with the Superintendent to discuss the matter further.

Section 16. Legal Actions. If any legal action, including but not limited to a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's good faith performance of his or her duties for the Board, the Board shall pay the expenses of defending such legal action to the maximum extent permitted by law. Notwithstanding anything herein to the contrary, this section shall not apply to legal actions, including, but not limited to professional practice complaints, initiated by the Board against the Superintendent.

Section 17. Physical or Mental Examination. The Board shall have the authority to 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 must address whether the Superintendent is able to perform the "essential functions" of his or her position. The cost of such physical examinations and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

Section 18. 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 19. 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 20. 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.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this ____ day of _____, 2016

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 2016.

Superintendent

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