

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Adams County School District 01-0018, a/k/a Hastings Public Schools**, hereinafter referred to as "the Board," and **Jeff Schneider** 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 **11th** day of **February**, 2019, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby 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, 2019, and expiring on the 30th day of June, 2021 (the "Initial Term"), unless extended under the terms of this section (an "Extended Term"). A "contract year" for purposes of this Contract shall be from July 1 to June 30. Extensions ("roll-overs") may occur as follows:

a. Superintendent's Notice of Intent to Extend. In the Initial Term, the Superintendent shall, between December 15, 2020, and February 1, 2021, give the President of the Board a "Superintendent's Notice of Intent to Extend," which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. Each year thereafter, the Superintendent's Notice of Intent to Extend shall be given between October 15th and December 1st. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.

b. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall, in the Initial Term, have until on or before March 1, 2021, to give the Superintendent a "Notice of Intent to Not Extend," which is a written notice that the Board does not want to extend the Contract. The Board shall have until on or before December 31st each year thereafter to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend or a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one contract year.

c. Notice of Non-Renewal. The failure to extend does not automatically effect a non-renewal of the Contract. The deadline to give a notice of non-renewal is April 15th.

2. Salary. The annual salary for the 2019-2020 school year shall be \$185,000.00 such salary shall be payable in twelve (12) equal installments. 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 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 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 extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

The first monthly salary installment shall be paid on July 16, 2019, and each subsequent installment shall be paid on or before the sixteenth (16th) day of each month thereafter during the term of this agreement. 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.

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. The Superintendent shall be allowed 23 working days of vacation leave and ten (10) working days of sick leave during each contract year, exclusive of legal holidays. Vacation days are to be used in a manner and at times selected by the Superintendent, provided that the Superintendent make reasonable efforts to not schedule vacations which would cause the Superintendent to not be able to attend regularly scheduled meetings of the Board of Education. It is desirable that the Superintendent use the allotted vacation time each year. However, when this is not possible, days may accumulate for future vacation use or for reimbursement up to a maximum accumulation of 23 days. Up to one half of the annual allotted vacation days may be carried forward each year to accumulate until the maximum is reached.

b. Section 125 Plan and LTD Insurance. The Superintendent may elect to participate in the School District's Section 125 Plan through a salary deduction agreement for the purchase of group health/dental insurance. The Superintendent may elect to pay the premium for Long Term Disability insurance that shall provide the Superintendent with a benefit equal to Sixty-Six and Two-Thirds percent (66.67%) of the total of the Superintendent's salary hereunder.

c. 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.

d. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of the Superintendent's official duties outside the District and the immediate area contiguous to the District and considered to be a part of the Hastings' area shall be reimbursed at the rate set annually by the Board for District travel.

e. 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.

f. Other Benefits. The Superintendent may be provided such other benefits as are provided to employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

4. Residency Requirement: As a material term of this Contract and employment as the Superintendent of the Hastings Public Schools, the Superintendent shall establish residency within the school district boundaries, as they now exist or are modified in the future. Upon entering into this Contract with the School District, regardless of prior continuing employment with the School District, the Superintendent upon entering into this contract shall establish residency within the boundaries of the School District within one hundred eighty (180) days of the approval of this Contract by the Board of Education. Failure to establish or maintain residency as contractually required shall constitute just cause for cancellation or non-renewal or termination of this Contract pursuant to Neb. Rev. Stat. §§ 79-824 through 79-842, including breach of contract for neglect of duty, unprofessional conduct, insubordination and other conduct which interferes substantially with the continued performance of duties. A one-time moving allowance of \$5000.00 will be paid on 7/16/19.

For purposes of this paragraph the term "residency" shall mean residence within the boundaries of the Hastings Public School District in an abode where the Superintendent intends to live and have the Superintendent's one true, permanent home or domicile to which the Superintendent intends to return following an absence. The presumption in this Policy is that the address the Superintendent gives on a completed Residency Form is the Superintendent's correct and true physical primary or sole home or domicile. In disputed cases, the burden of proof rests with the Superintendent to show that the Superintendent's claimed residence is the one where the Superintendent intends to live and have as the Superintendent's one true permanent home or domicile. Because intent may be manifested in numerous ways, any residency inquiry must consider all the pertinent factors; such an inquiry shall consider, but not be limited to, the following factors: voter registration, place of filing tax returns, property ownership, driver's license and car registration. The School District reserves the right to request documentation or proof of residency at any time.

5. Duties. The Superintendent is employed as the Superintendent. 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 and/or Regulations for such position. The Superintendent shall be subject to such other duties as the Board may assign from time to time. 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.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations, and directions 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 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 regulation 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.

7. Superintendent Physical: The Superintendent may be provided a comprehensive medical examination in each contract year at the Board's expense. To be reimbursed for such medical examination, the Superintendent shall provide the Secretary of the Board of Education with a statement from the physician certifying to the physical competency of the Superintendent to perform the essential functions of the Superintendent's position. Such statement shall be placed in a separate medical personnel file and remain confidential as and to the extent permitted by law.

8. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first contract year and once during each 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.

9. 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) participating in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) making any representations in this Contract which are determined to be false or incorrect; (6) failing 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 including Policy 305.0 Administrative Code of Ethics; 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 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 the 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 position for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement, whereupon the respective duties, rights, and obligations hereof shall terminate.

10. 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 pled 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.

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 & 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 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 of the District on or before February 12, 2019, shall constitute a rejection by the Superintendent of the offer of employment.

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| Dated this <u>17th</u> day of <u>February</u> , 2019. By: <u>[Signature]</u> President, Board of Education | Dated this <u>17th</u> day of <u>February</u> , 2019. <u>[Signature]</u> Jeff Schneider, Superintendent |
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