

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

It is hereby agreed by and between the Board of Education of the Tekamah-Herman School District No. 1, located in Burt County in the State of Nebraska, hereinafter referred to as "The Board", and **Dan Gross**, hereinafter referred to as "The Superintendent".

WITNESSETH: That the Board in accordance with its action as found in the minutes of the meeting held on the **13<sup>th</sup>** day of **February, 2017**, has and does employ as Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions.

Section 1. **TERM OF CONTRACT.** The Superintendent shall be employed for a period of two years, beginning on the first day of July, **2017**, and expiring on the 30th day of June, **2019**. The Superintendent shall be on duty 240 working days each year.

Section 2. **SALARY:** The annual salary for the position shall be **\$118,500.00** during the first school year of employment under this Contract and shall be payable in 12 equal installments. The annual salary in the second year of employment under this Contract shall be that amount, as adopted by the Board, and that salary shall be payable in the second year of the Contract in the same number of equal payments. These salaries shall not be reduced during the term of this Contract, except for just and sufficient cause as authorized by law. The salary check will be issued on the 19th of the month.

Section 3. **PROFESSIONAL STATUS:** The Superintendent hereby affirms that he is not under contract with another School Board or Board of Education covering any part of or all of the same term provided in this Contract. The Superintendent further affirms that throughout the term of this Contract he will hold a valid Nebraska Administrative and Supervisory Certificate with Superintendent endorsement to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered in the office of the Superintendent of Schools in Burt County, Tekamah, NE as required by law.

Section 4. **SUPERINTENDENT'S DUTIES:** The duties of the Superintendent shall be as prescribed in the BOARD OF EDUCATION POLICY MANUAL which duties are incorporated by reference into this Contract as if set forth verbatim herein. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may act as a consultant, may accept speaking engagements, undertake writing, lecturing, or other professional duties and obligations.

Section 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 parties agree, individually and collectively, not to interfere with or usurp the duties or responsibility of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints and suggestions called to its attention, to the Superintendent for action, study and/or recommendation, as appropriate.

**Section 6. DISCHARGE.** During the term of the Contract, in the event the Superintendent violates any provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to, (a) becoming legally disqualified to administer in the state of Nebraska; (b) participation in any fraud; (c) causing any intentional damage to property; (d) conviction of a felony; (e) becoming physically or mentally disabled; (f) insubordination; (g) neglect of duty; (h) immorality; (i) incompetency; (j) chemical dependency; or (k) unprofessional conduct and other conduct which interferes substantially with the continued performance of duties, then the Superintendent may be discharged, provided that the Superintendent has been given the cause or causes for discharge in writing and has been given an opportunity for and due notice of a hearing before the Board prior to official action taken. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his/her duties during the pendency of such proceedings.

**Section 7. DISABILITY.** Should the Superintendent be unable to perform his duties by reason of illness, accident or other disability beyond his control, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may in its discretion terminate 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 8. TRANSPORTATION.** The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the State established rate.

**Section 9. ANNUAL VACATION AND SICK LEAVE.** The superintendent shall be allowed 20 working days of vacation leave, exclusive of school holidays, during each year of this Contract to be used in a manner and at a time selected by him, limited to five (5) consecutive days during the school year. Permission may be granted by the Board of Education for vacations days beyond the five (5) consecutive day limit. The Superintendent shall be entitled to 10 working days of sick leave during each year accumulative to 45 days. Any days accumulated above this amount and not used during any contract year will be paid at the rate of \$25.00 per day and added to the June check. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday or legal and school holidays.

**Section 10. PROFESSIONAL DEVELOPMENT.** The Board may require the Superintendent to continue his/her professional development and to participate in relevant learning experiences. The Superintendent may, therefore, with the approval of the Board, attend appropriate professional meetings at local, state, regional, and national levels. Valid expenses of such required attendance shall be borne by the District.

**Section 11. FRINGE BENEFITS.** The Superintendent shall receive personal benefits that may be determined by the Board, as follows:  
Full Family Blue Cross Blue Shield Health Insurance and Dental, Income Protection to cover health insurance and salary, monthly travel expenses, NCSA/Professional Dues, Life Insurance - \$75,000 Term Life, Expense Account of \$599.00.

**Section 12. TUITION.** The Board shall pay the Superintendent the dollar amount equal to educational expenses (i.e. tuition, fees, etc.) for obtaining a Specialist's Degree. This Education Incentive Pay will be paid to the Superintendent in lump sum as reimbursement for funds expended upon the completion of each course.

Section 12. 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 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, shall be refunded by the Superintendent.

Section 13. RENEWAL OF CONTRACT AFTER CONTRACT EXPIRATION DATE. The Secretary of the Board shall, not later than the 15th day of February, notify the Superintendent in writing of the Board's intention not to renew this two year contract. Failure to so notify the Superintendent shall result in an automatic renewal of this Contract for a period of one year from and after the Contract expiration date provided in Section 1 of this Contract.

Section 14. 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 15. 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 16. 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 enforceability 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 4<sup>th</sup> day of May, 2017.

  
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President, Board of Education

  
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Secretary, Board of Education

Executed by the Superintendent this 4<sup>th</sup> day of May, 2017.

  
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Superintendent

Copies: (1) Original, school file  
(2) Carbon, Administrator