

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Saline County School District 76-02, a/k/a Crete Public Schools**, hereinafter referred to as "the Board," and Joshua A. McDowell, hereinafter referred to as "the Superintendent." This contract shall supersede any prior employment 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 8th day of April, 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 in one (1) year increments 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 first contract year, the Superintendent shall, between December 15, 2019 and February 1, 2020, 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. In each subsequent contract year, 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 may not be extended, in the sole and absolute discretion of the Board.
- b. Board Action on Notice of Intent to Extend. In the event the Board receives a Superintendent's Notice of Intent to Extend, the Board shall, in the first contract year, have until March 1, 2020 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 in each subsequent contract year 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 of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.
- c. Notice of Non-Renewal. The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give a notice of non-renewal is April 15th. If the Superintendent's Contract is non-renewed, all remaining years or roll-overs in this Contract will be forfeited and deemed null and void.

2. **Salary.** The annual salary for the 2019-20 contract year shall be: \$152,000.00. The annual salary for the subsequent contract years will be set by the Board at the regular December meeting prior to the applicable contract year. Said annual salary will be paid in equal monthly installments in accordance with the policy of the Board governing payment of certificated employees of the District.

If 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, 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 will be in the form of an amendment and will become a part of this Contract; provided, however, that in making any such salary adjustment, it will 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.

This Contract will 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 would otherwise 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 at times selected by the Superintendent; provided that such vacation leave shall not be taken such as to 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).
 - 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 is provided 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 12 working days of sick leave each contract year, which may be accumulated up to 30 working days. Once the maximum is accumulated, no unused sick days will carry-over to a succeeding contract year until the accumulated number of days is less than 30, and then only to the extent necessary to restore the total number of available sick leave accumulation to the maximum of 30 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 any Saturday or Sunday and the following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, and Memorial Day. 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 times as the Board or members of the Board request.
- B. Health, Dental, LTD, and Term Life Insurance. The District will pay the Superintendent's cost of family health insurance for the Superintendent, long-term disability insurance for the Superintendent, and term life insurance through the District's group insurance plans.
- 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. The Superintendent shall obtain Board approval prior to attending any professional development event outside the State of Nebraska. In addition, the District will pay the Superintendent's annual dues to the Nebraska Council of School Administrators. The Board may pay dues for other professional organizations suitable for the Superintendent's position and dues to local civic organizations upon the Superintendent's request.
- D. Transportation Expenses. The Board shall provide the Superintendent with transportation required in the performance of his/her official duties or shall reimburse him/her for such transportation up to the allowable IRS rate cents per mile.
- E. Indemnification. The District may, 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.

4. **Duties**. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such position 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 from time to time without additional compensation.

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, 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.

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.

The Superintendent is the Chief Executive Officer of the District. As such, the Superintendent must always be a role model and act in a professional and positive manner, even when the Superintendent is not "on duty." It is essential for the Superintendent to maintain a positive, professional and respectful relationship and attitude with each Board member.

6. Evaluation of the Superintendent. The Board will evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment will occur no later than the regular December meeting, unless otherwise agreed to by both parties. The Superintendent shall: remind the Board members in writing of this provision no later than its regular November meeting; make the evaluation an agenda item for the regular December board meeting during each year of this contract; and provide the Board with the written evaluation instrument that is on file with the Nebraska Department of Education. The Superintendent will receive a copy of the evaluation.

7. 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; (7) failure to maintain a positive, professional and respectful relationship and attitude with each Board member; and (8) 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 Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

8. 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.

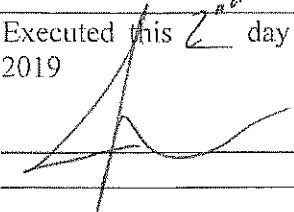
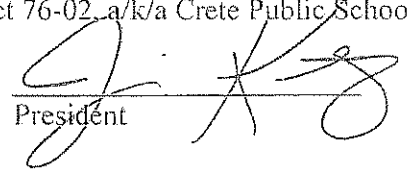
The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will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

9. 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.

10. 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 April 2, 2019 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.

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| Executed this <u>2nd</u> day of <u>April</u> , 2019  _____ Superintendent | Executed this <u>1st</u> day of <u>April</u> , 2019. Board of Education of Saline County School District 76-02, a/k/a Crete Public Schools By:  _____ President Attest: _____ Secretary |
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