

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT (herein Contract) is made by and between the Board of Education of the East Butler Public School District hereinafter referred to as "the Board," and Michael Eldridge, 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 9th day of March, 2020, 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, 2020, and expiring on the 30th day of June, 2022. A "Contract Year" for purposes of this Contract shall be from July 1 to June 30 and consist of 260 work days, and the Superintendent shall be on duty on all week days during "Duty-Time" as that term is defined herein, except legal holidays and days elected as vacation as provided herein. Extensions ("roll-overs") of this Contract may occur as follows:

A. "Superintendent's Notice of Intent to Extend. The Superintendent shall, between December 1st and December 31st of the last Contract Year of the Contract, 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, with the term of the Extended Term to be no shorter than one year, and no greater than three years, and agreed upon by the Board. In an Extended Term, the Superintendent's Notice of Intent to Extend shall be given between December 1st and December 31st of the last year of the Extended Term. 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 have until on or before April 15th of the last Contract Year 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. 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 equal to length of the previous Contract term, initial or extended. 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 equal in length of the previous Contract term, initial or extended."

2. Salary: The annual salary for the 2020-21 contract year shall be \$127,500.00. The annual salary for any subsequent year of this Contract will be set by the Board in or prior to the month of January preceding any subsequent Contract Year. An increase in annual salary shall not be less than 0% or greater than 3%, annum, in the absence of mutual agreement between the Board and the Superintendent. 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.

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.

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. Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Vacation shall not be taken at times that would 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).

B. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. The maximum vacation allotment that may be carried over from one contract year to another contract year shall be five (5) days which, when added to the ensuing year's allotment shall yield a maximum number of available vacation days of twenty five (25) at any time during the Superintendent's employment. Once this maximum of twenty five (25) available days is accumulated, no further vacation days will be granted for the ensuing contract year or years until said available vacation is less than the twenty five (25) day maximum and then only to the extent necessary to restore the total number of available vacation days to the maximum of twenty five (25) days. At the end of the contract or upon ending employment, a maximum of twenty (20) unused vacation will be paid at the effective daily rate of pay (per diem based on salary only). There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.

C. Sick Leave. The Superintendent shall be allowed ten (10) working days of sick leave each contract year, cumulative to forty-five (45) sick leave days. At the end of the Contract or upon ending employment, a maximum of ten (10) unused sick leave days will be paid at the effective daily rate of pay (per diem based on salary only). There shall be no pay for unused sick leave days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.

D. i. Holidays. The following days shall be holiday days and not working days: Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Years Day.

ii. Floating Holidays. The following days shall be floating holiday days and taken as days off when it does not interfere with Superintendent duties: Martin Luther King Day, Presidents Day, Arbor Day, Columbus Day, and Veterans Day. Floating Holidays must be taken within the Contract Year, and shall not be carried over to the next Contract Year. There shall be no pay for unused Floating Holidays."

E. Log. The Superintendent shall maintain a current log of used vacation, personal and sick leave days with the Superintendent's secretary. The Superintendent will notify the Board President when vacation days are used.

F. Health and Dental Insurance. The District shall pay for and provide the Superintendent with health and dental insurance for which the Superintendent is qualified under the District's group insurance plan.

G. Long Term Disability Insurance. The District shall contract for and provide the Superintendent with a Long Term Disability Insurance policy with a benefit of 60% of the contracted salary.

H. Life Insurance. The District shall contract for and provide the Superintendent with a group term life insurance policy providing for a death benefit of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) payable to the Superintendent's designated beneficiaries.

I. Professional Development. The Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state, and national levels at the expense of the School District, and shall be reimbursed for ordinary and necessary expenses incurred relative to his employment and consistent with Board policies. In addition, the School District shall pay the Superintendent's dues to professional organizations. The Board President will be notified before the Superintendent attends a national convention.

J. 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 by the Board for District travel.

K. 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 the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

L. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated 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. Duties. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. For purposes of this Agreement, the term "Duty-Time" shall mean that portion of the Superintendent's professional duties performed during the regular school and work day in addition to the duties to be performed outside the regular school and work day for meetings of the Board of Education and other meetings, events or activities where the Superintendent's presence is required; regular school and work day "Duty-Time shall include (1) generally 8:00 a.m. to 4:30 p.m. during days when students and staff are scheduled to be present in the building during the calendared school year; and (2) generally 8:00 a.m. to 4:30 p.m. during days when students and staff are not scheduled to present in the building pursuant to the school calendar, provided that the Superintendent may determine in his/her sole discretion the exact hours of each day when he/she shall be on duty during the work day. 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.

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 subsequent contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall notify the board of its duty to evaluate him or her each year by the November school board meeting, and during the first year, shall notify the board of its duty to provide a second evaluation by the March board meeting. 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.

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 school 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. Contract amendment, cancellation or termination may occur due to a reduction in force. 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, cancel or 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 March 11, 2020 shall constitute a rejection by the Superintendent of the offer of employment.

EXECUTED BY THE BOARD this 11 day of March, 2020.

By:

Attest:

Megan E. Kopsiek
President of the Board of Education

Dan Zymet
Secretary of the Board of Education

EXECUTED BY THE SUPERINTENDENT this 11th day of March, 2020.

[Signature]
Superintendent

