

# SUPERINTENDENT'S CONTRACT

## OF EMPLOYMENT

It is hereby agreed by and between the Board of Education of the Lyons-Decatur Northeast School District No. 20, located in Burt County, in the State of Nebraska, hereinafter referred to as "The Board", and **Fred Hansen**, hereinafter referred to as "The Superintendent/Principal."

**WITNESSETH:** That the Board in accordance with its action as found in the minutes of the meeting held on the **10th** day **December, 2018**, 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/Principal shall be employed on a 1.0 F.T.E. basis for one **(1)** year, beginning on the **1<sup>st</sup>** day of **July, 2019** and expiring on the **30<sup>th</sup>** day of **June, 2020**.

**Section 2: SALARY:** The annual salary for the position, in accordance with the appropriate salary policies and schedules and based upon the length of service, previous experience, and any experience, and any other terms or conditions of employment as are contained in such salary policies and schedules, shall be **\$150,900.00** during this school year of employment under this Contract, and shall be payable in **12** equal installments. The salary shall not be reduced during the term of this contract, except for just and sufficient cause as authorized by law. Salary check is issued on the 20<sup>th</sup> 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 or all of the same term provided in the 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.

**Section 4. SUPERINTENDENT'S DUTIES:** The duties of the Superintendent shall be as prescribed in the Board of Education Policy Manual, Section 5100, 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 School throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. The duties of the Superintendent as set forth in the BOARD OF EDUCATIONAL POLICY MANUAL shall not be changed during the continuance of the Contract without the consent of the Superintendent by an amendment to this Contract as provided in Section 16 hereof.

**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 this 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) engaging in any unlawful act; (e) becoming physically or mentally disabled; (f) insubordination; (g) neglect of duty; (h) immorality; (i) incompetence; or (j) 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 pending 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 obligation of the parties hereunder shall terminate, with exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

**Section 8. PHYSICAL EXAMINATION:** The Superintendent agrees to have a comprehensive physical performed by a licensed physician once each year during the term of this Contract, when requested. A written report by the physician performing each such examination certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board and treated as confidential information by the Board. The cost of such physical examinations and the physician's reports not covered by insurance shall be paid by the District.

**Section 9. 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 **federal mileage reimbursement rate per mile.**

**Section 10. ANNUAL VACATION AND SICK LEAVE:** The Superintendent shall have **20** working days of vacation leave available, excluding school holiday vacation time, to be used in a manner and a time selected by him. The Superintendent shall be entitled to **10** working days of sick leave during each year accumulative to **50** days. **At the end of the contract year, sick days over 40 are multiplied times the Certified Staff Negotiated Agreement amount and that amount is paid to the Superintendent. Vacation days not used by the end of the contract year will be paid out at the daily rate of \$656.08.**

**Section 11. 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 12. FRINGE BENEFITS:** The superintendent shall receive personal benefits that may be determined by the Board as follows: **Full Family Health Insurance (Family Dental), \$50 Thousand Term Life Insurance, and Two (2) Personal Days. One unused personal leave day will carry over to the next school year, allowing a maximum of three personal days. Personal days in excess of one day will be paid at the rate listed in the negotiated agreement in the month of June. Bereavement Leave will be paid at the Certified Staff Negotiated Agreement amount. The Superintendent shall purchase long-term disability insurance from the**

school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost. Cell Phone reimbursement amount is \$40 per month.

**Section 13. 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 to the District. Upon leaving the district's employment, The Superintendent will be paid for their unused accumulated sick leave and personal days at the Certified Staff Negotiated Agreement amount. Unused vacation days will be paid at the daily rate of the current contract.

**Section 15. 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 16. 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 17. 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.

**Section 18. DEADLINE:** The failure to return a signed copy of the contract or renewal agreement to the President or Secretary of the Board of Education of the District on or before MARCH 15, 2019 at 4:00 P.M. shall constitute a rejection by the Superintendent of the offer of employment.


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

Executed by the Board this 11 day of March, 2019.

  
\_\_\_\_\_  
President or Chairman  
Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

Executed by the Superintendent this 21st day of February, 2019

  
\_\_\_\_\_  
Superintendent

Copies: (1) Original  
(2) Copy, Superintendent

Revised 12/2017