

## **CONTRACT OF EMPLOYMENT SUPERINTENDENT**

THIS CONTRACT (hereinafter "Contract") is made by and between the Board of Education (hereinafter "Board") of the Douglas County School District 0059, a/k/a Bennington Public Schools, a political subdivision of the State of Nebraska (hereinafter "School District"), and Terry L. Haack (hereinafter "Superintendent").

WHEREAS, in accordance with the action taken by the Board as recorded in the minutes of the Board meeting held on the 3<sup>rd</sup> day of June, 2014, the Board has agreed to employ Superintendent, subject to the following terms and conditions; and

WHEREAS, Superintendent hereby agrees to accept such employment, subject to the terms and conditions set forth in this Contract; and

WHEREAS, the parties desire to enter into a contract whereby Superintendent will be employed by Board as Superintendent of School District 0059, pursuant to law.

NOW, THEREFORE, in consideration of the premises stated, the mutual promises hereinafter expressed, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

**Section 1. Employment Terms.** The Board hereby employs, and Superintendent hereby accepts employment, as Superintendent of the Bennington School District, pursuant to Neb. Rev. Stat. § 79-817 *et. seq.*

**Section 2. Term of Contract.** The Contract is for a term of three (3) years beginning on the 1<sup>st</sup> day of July, 2014, and ending on the 30<sup>th</sup> day of June, 2017 (hereinafter "Initial Term"), unless extended in one (1) year increments under the terms of this Section (hereinafter "Extended Term") or unless earlier terminated for cause under Section 6 of this Contract. A "Contract Year" for purposes of this Contract shall be from July 1, 2014 until June 30, 2015, and thereafter for any subsequent period from July 1 through June 30 during which this Contract is in effect.

- (a) On or before February 15, 2015 and if the contract has been extended to terminate after June 30, 2017, on or before February 15<sup>th</sup> of each year thereafter during the Extended Term, the Superintendent shall, by written notice, advise each member of the Board of his willingness to extend the Contract for a period of one (1) year at the end of the then current term.
- (b) On or before March 15, 2015 and if the contract has been extended to terminate after June 30, 2017 on March 15<sup>th</sup> of each year thereafter during the Extended Term, the Board shall notify the Superintendent, in writing, if the then current Contract will or will not be extended for a period of one (1) year.

In no event shall the contract be extended in such one (1) year increments without express board approval.

**Section 3. Salary.** Superintendent shall receive, as compensation for his services, a salary of One Hundred and Forty-Four Thousand- Dollars (\$144,000.00) per annum, payable in twelve (12) equal monthly installments on or before the 1<sup>st</sup> 15<sup>th</sup> day of each month during the term of this Contract. Superintendent's salary shall not be reduced during the term of this Contract, however, any increase in Superintendent's salary require a written amendment to this Contract, which shall be approved by Board and agreed to by both parties.

**Section 4. Benefits.** Superintendent shall be entitled to the following benefits:

- (a) Superintendent shall be allowed 17 working days of vacation leave in each Contract Year during the term of this Contract, based on a 260 day work year, to be used in a manner and at times selected by him; because the Board believes that periodic vacation is beneficial to "recharge," the Superintendent shall use vacation and this vacation leave shall not be allowed to accrue from Contract Year to Contract Year.
- (b) Superintendent is not expected to work on the following holidays: July 4<sup>th</sup>, Labor Day, Thanksgiving including the Friday thereafter, December 25<sup>th</sup>, New Years Day, and Memorial Day.
- (c) Superintendent shall be entitled to receive the following additional benefits:
  - (i) All paid leave benefits, long-term disability insurance, family health insurance coverage including major medical and dental insurance, as are provided for administrators and teachers
  - (ii) term life insurance (\$100,000)
  - (iii) as well as other equivalent benefits to those provided to other certificated staff of the District.

**Section 5. No Penalty for Release or Resignation.** 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 establishes, in writing, an earlier effective date.

**Section 6. Termination.** Superintendent shall be subject to dismissal or suspension by the Board for cause based upon any of the following:

- (a) Incompetency;
- (b) Insubordination;
- (c) Unprofessional conduct;
- (d) Willful neglect of duties;
- (e) Immorality;
- (f) Conviction of a felony;
- (g) Inciting, encouraging or counseling students to violate any valid state law, municipal ordinance or policy or rule of the local Board of Education;
- (h) Superintendent fails to secure and maintain necessary educational training;
- (i) Superintendent fails to comply fully with any representation set forth in Section 9 of Contract;
- (j) Any representation made in Superintendent's application for employment or as set forth in Section 9 hereof which is false or incorrect;
- (k) Failure of Superintendent to obtain, earn, receive, possess, acquire and maintain in full force all professional certificates and other educational requirements and endorsements required by law, the Board, the State Board of Education, and any other governing body;
- (l) Inability of Superintendent to be bonded;
- (m) Material breach of any material provisions of this Contract;
- (n) Physical or mental incapacity;
- (o) Intemperance;
- (p) Any other good and sufficient cause.

The procedures for termination during the term of this Contract shall be in accordance with applicable Nebraska law.

**Section 7. Compensation Upon Termination.** Upon 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 School District by the Superintendent, shall be set off from sums due to the Superintendent and Superintendent specifically authorizes such offset; in addition, 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.

**Section 8. Superintendent's Duties.** The duties of Superintendent as prescribed in the Board of Education Policy Manual, Policy No. 302.04, which duties are incorporated by reference into this Contract, as if fully set forth herein, as well as such other duties as may from time to time be assigned by the Board. Regular dependable attendance is an essential function of Superintendent's duties. Superintendent further agrees to devote his time, skill, labor and attention to his duties as Superintendent of Schools throughout the term of this Contract, provided, however, that Superintendent by agreement with the Board may undertake consultation work, speaking

engagements, writing, lecturing, or other professional duties and obligations so long as such other work does not interfere with his duties and obligations to the Board.

**Section 9. Representations of Superintendent.** Superintendent warrants and represents as follows:

- (a) Pursuant to Neb. Rev. Stat. § 79-819, he is not under contract with any other Board of Education covering any part or all of the same term provided in this Contract or of any extension or modification of the Contract.
- (b) Pursuant to Neb. Rev. Stat. § 79-819, he agrees that he holds and will continue to hold valid an appropriate certificate to act as Superintendent of Schools in the State of Nebraska throughout the term of this Contract and any extensions or modifications of this Contract.
- (c) He is duly licensed and qualified to serve as Superintendent of School District at the time of making applications for the position, at the time of assuming the position, and that he will obtain all additional certificates, endorsements, qualifications, and additional training and other requirements as may be required by law, the Nebraska State Board of Education, and by the School District.
- (d) He possesses all additional degrees, qualifications, certificates and other requirements as may have been required by School District at the time of employment, as set forth in Exhibit A attached hereto.
- (e) All information set forth in the Application for Employment presented to the School District by Superintendent was then and is now true and correct in every way and if any of said information ever ceases to be true, Superintendent will advise the Board of Education thereof immediately.
- (f) He has never been convicted of any offense involving felony or any other offense involving moral turpitude under the laws of any state, the United States, or any Foreign Country, including any first offender or nolo contendere dispositions.
- (g) He has never suffered revocation of any educational professional license or certificate, nor voluntarily surrendered same where charges or potential charges were pending or imminent.

**Section 10. 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 school district and shall have primary responsibility for the implementation of Board policies. The parties agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to his attention for Superintendent's action, study, or recommendation, as appropriate.

## **Section 11. Evaluation**

- (a) The Superintendent shall be evaluated once during each year of the contract unless otherwise provided by law, or unless the Board deems additional evaluations necessary.
- (b) Upon completion of such evaluation, the Board may take any action as a result of such evaluation which it deems reasonable and proper.
- (c) The Superintendent shall receive a copy of the evaluation and shall have the right to make a written reaction or response to the evaluation.
- (d) Any evaluation or assessment by the Board or written response or reaction by the Superintendent shall be retained in and become part of the Superintendent's personnel file.

**Section 12. 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 rate set annually by the Board for District travel.

**Section 13. Professional Development.** 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 his duties under this Contract. The reasonable expenses of attendance, when attendance has been authorized by the Board, and membership in professional associations, shall be paid by the District in accordance with Board policy.

**Section 14. Liability.** The board shall provide professional liability insurance for the Superintendent with the same policy limits and insurance coverage as is provided for the members of the Board of Education and certified staff employees of the district.

**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.

**Section 17. Governing Laws.** The Board and Superintendent shall be governed by all applicable Nebraska state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract, and both Board and Superintendent agree that Nebraska law shall apply to this Contract and its interpretation.

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

**EXECUTED BY THE BOARD** this 7<sup>th</sup> day of July, 2014.

DOUGLAS COUNTY SCHOOL DISTRICT 0059,  
A/K/A BENNINGTON PUBLIC SCHOOLS

By: \_\_\_\_\_  
President, Board of Education

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

**EXECUTED BY THE SUPERINTENDENT** this \_\_\_\_ day of July, 2014.

\_\_\_\_\_  
Terry L. Haack

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