

**ALMA PUBLIC SCHOOLS, ALMA, NEBRASKA**  
**CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT**

THIS CONTRACT is made by and between the Board of Education of the **Harlan County School District 42-0002, a/k/a Alma Public School District**, hereinafter referred to as "the Board," and Jon Davis, 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 11th day of May, 2015 (Salary) and December 8<sup>th</sup>, 2014 (Employment), the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

**I. Term of Contract.**

A. Initial Term: This Contract is for a term of three (3) years, beginning on the 1st day of July, 2015, and expiring on the 30th day of June, 2018. A "contract year" for purposes of this Contract shall be from July 1 to June 30.

B. Notice of Non-Renewal. The Board of Education shall notify the

Superintendent in writing on or before December 15, 2015 of the Board's intention not to renew the Superintendent's contract at the end of such contract. Failure of the Board of Education to notify the Superintendent shall result in the automatic rollover of this contract.

**II. Salary.**

A. Salary for Initial Term. The annual salary for the contract year of July 1, 2015 through June 30, 2016 shall be: One hundred twenty-nine thousand one hundred sixteen dollars (\$129,116.00). 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.

B. Inclusive of All Services Provided to 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.

C. Salary for Extended Terms. The salary for any renewal or extension periods shall be set by mutual agreement of the Superintendent and the Board, but shall in no event be less than the annual salary for the immediately preceding contract year.

D. Payment of Salary and Adjustments. The first annual salary installment shall be paid on July 10, 2015, and each subsequent installment shall be paid on or before the tenth (10<sup>th</sup>) day of each month thereafter during the term of this agreement. 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. Salary payments shall be subject to state and federal withholding required by law, including without limitation retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions.

**III. Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Health Insurance.

1. The Superintendent shall receive all fringe benefits of employment, which are granted other certified employees of the district, plus administrators receive family dental coverage paid by the district.

B. Vacation and Sick Leave Benefits.

1. Nature of Paid Leaves. Paid leave from the Superintendent's professional duties are available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the School District; (2) the leave day is taken on a day the Superintendent would otherwise be expected to be at work; and (3) the Superintendent has met the conditions for such leave to be taken as applicable to each specified form of paid leave. All paid leave is subject to the following:

a. Leave Year. The leave year is the Superintendent's contract year of July 1 through June 30 of each year this contract is in effect.

b. Unused Leave. There shall be no pay for leave available but unused either during or upon ending of employment except as may be specifically set forth herein.

2. Vacation:

a. Amount and Use. The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year exclusive of Saturdays, Sundays, and legal holidays. It is understood, however, that the Superintendent may from time to time be required to perform duties on Saturdays, Sundays, and legal holidays. Vacation days are to be used in a manner and at times selected by the Superintendent; provided that the Superintendent shall make reasonable efforts to not schedule leaves which would cause the Superintendent to not be able to attend regular scheduled meetings of the Board of Education or important school functions, and the Superintendent shall provide information such that the Superintendent may be contacted when necessary.

b. Vacation Accumulation. The Board and the Superintendent agree that periodic vacation is beneficial to "recharge" the Superintendent. As such, the Superintendent shall use at least ten (10) days of vacation each year. The Superintendent may be paid for up to five (5) days of unused vacation leave.

3. Sick Leave:

a. Amount and Use. The Superintendent shall be allowed thirteen (13) working days of sick leave each contract year all exclusive of Saturdays, Sundays, and legal holidays.

b. Availability. Sick leave is a paid workday when the Superintendent may be absent from duties. Sick days are only available when the Superintendent is currently employed by the School District and the Superintendent is unable to perform assigned duties due to the illness or temporary disability of the Superintendent or due to the Superintendent needing to care for a member of the Superintendent's immediate family who is ill, hospitalized or has a serious health condition. Immediate family shall mean the Superintendent's spouse, children, parent, grandparent, sister, brother, and spouse's immediate family.

c. Carry-over and Accumulation. Unused sick leave may be carried over from one leave year to the next succeeding leave year or years. The maximum that may be accumulated is 45 days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days.

d. Unused Days. There shall be no pay for unused sick leave either during or upon ending of employment.

4. Professional Leave:

a. 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 his duties under this Contract. The expenses of attendance, when attendance has been authorized by the Board of Education, shall be paid by the District

b. Availability. Professional leave is to be used for purposes of the Superintendent's attendance at meetings or conferences or to receive education or training related to the Superintendent's duties.

c. Carry-over and Accumulation. There is no carry-over or accumulation of unused professional leaves.

d. Unused Days. There shall be no pay for unused professional leave either during or upon ending of employment.

5. Bereavement Leave.

a. Days Per Leave Year. Three (3) days of family bereavement leave and one (1) day of non-family bereavement leave are available to the Superintendent each leave year.

b. Availability. Family bereavement leave is available to a Superintendent each leave year for purposes of allowing the Superintendent to address issues related to the death of a member of the Superintendent's family. For purposes of this subparagraph, the term family means the Superintendent's spouse, child, parent, parent-in-law, sibling, sibling-in-law, son or daughter-in-law, the Superintendent's grandparents, spouse's grandparents, and the Superintendent's grandchild. Non-family

bereavement leave is available to the Superintendent for the death of a non-family member, and shall require that the Superintendent attend funeral services.

c. Carry-over and Accumulation. There is no carry-over or accumulation of unused bereavement leaves.

d. Unused Days. There shall be no pay for unused bereavement leave either during or upon ending of employment.

6. Vacation, Sick, Professional and Personal Leave Log. The Superintendent shall maintain a monthly vacation, sick, professional and personal leave log, which shall be submitted, to the Board Secretary before the last day of each month. The Board of Education will review the Leave Log on a quarterly basis.

C. Section 125 Plan: The Superintendent shall be permitted to participate in the District's Section 125 Plan for purposes of purchasing and paying for group health insurance, dental insurance, and long term disability insurance.

D. Life Insurance: The Superintendent shall be provided basic term life insurance with a death benefit of \$100,000.

E. 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 Board may pay dues for professional organizations suitable for the Superintendent's position upon the Superintendent's request, and shall pay dues for the Superintendent's membership in the American Association of School Administrators, and Nebraska Council of School Administrators.

F. 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 annually by the Board for District travel.

G. Health Examinations. The Superintendent shall be provided a medical examination in each contract year at the cost of the Board, at Superintendent's election. To be reimbursed for such medical examination, the Superintendent shall provide the President of the Board of Education with statement from the physician certifying to the physical competency of the Superintendent to perform the essential functions of the Superintendent's position. Such statement shall be placed in a separate medical personnel file, and remain confidential as and to the extent permitted by law.

H. 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.

#### IV. **Duties.**

A. Specification of Duties. The Superintendent shall perform the duties of Superintendent 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 duties as prescribed in the Board of Education Policies shall not be substantially changed during this Contract without the consent of the Superintendent by an amendment to this Contract. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in the Board of Education Policies. 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.

B. Use of 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 activities. Should the Superintendent provide services to other school districts or in undertake consultative work, speaking engagements, writing, lecturing or other professional activities, the Superintendent shall utilize his/her personal vacation time for such purposes, and hold the School District harmless thereon.

C. Performance of 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 to 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.

V. **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.

VI. **Evaluation of the Superintendent.** The Superintendent shall be evaluated twice during the first contract year and once during the second year and each year of any Extended Term, unless the Board deems additional evaluations appropriate. 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. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

VII. **Contract Cancellation.** 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 then the Superintendent may be discharged in accordance with applicable law, including, but not limited to, the following reasons: to-wit: (1) becoming legally disqualified to perform as a superintendent or elementary principal 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 Intent to Extend 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 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;. 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.

VIII. **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.

IX. **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.

X. **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.

Executed this 11th day of May, 2015.

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Superintendent

Executed this 11th day of May, 2015.

Board of Education of Harlan County  
School District 42-0002, a/k/a Alma  
Public School District

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary