

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of the **Platte County School District 71-0005, a/k/a Lakeview Community Schools**, hereinafter referred to as "the Board," and **Aaron Plas**, hereinafter referred to as "the Superintendent." This contract supercedes all 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 11th day of March, 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. References to "contract year" shall mean the period from July 1 through June 30 each year and shall consist of all days except Saturdays and Sundays and any holidays, vacation, or leave days as described in this contract.

2. Renewal of Contract. This Contract may be renewed and extended as follows:

a. Renewal will be voted on at the December Board meeting of each year, beginning with the December 2019 meeting. At that time, the contract shall renew for one additional year unless the Board notifies the Superintendent in writing that it does not intend to renew the contract and that the expiration date shall be allowed to take effect. Such notice shall occur prior to the December Board meeting and the notice and subsequent non-renewal procedures shall follow the requirements of Sec. 79-828, 831, and 835, RRS, (or any subsequent revisions of said section) and Board Policy (or any subsequent revisions of said policy).

b. The Superintendent shall provide notice to the Board in writing of this provision no later than its regular October meeting of each year of this contract and, if requested by the Board, shall make the renewal of his employment contract an agenda item for the regular December meeting; failure of the Superintendent to provide such notice shall render paragraph 2.a above to be null and void.

c. At the time of each contract renewal and/ or amendment, the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

3. Salary. The annual salary for the 2019-2020 shall be \$134,000.00. The salary for the 2020-2021 contract year shall not be less than the salary for the 2019-2020 in the absence of mutual agreement between the Board and the Superintendent. The compensation of the Superintendent for the 2019-2020, and for any subsequent contract years for which the contract is extended, shall be set forth in Appendix I to this contract. On or before June 30 of each contract year, the Board and Superintendent shall agree to retain or amend Appendix I, provided that the annual compensation shall not be reduced from the prior year's contract amount unless such a reduction is part of a uniform plan affecting all certificated staff. An additional one-time \$5,000 contract renewal bonus will be paid out in one lump sum on July 1, 2019.

The Superintendent's 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 Board 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 Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board, 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. **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.
1. **Vacation.** The Superintendent shall be allowed twenty (20) working days of vacation leave during 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).
 2. **Carry-over and Accumulation of Vacation Days.** Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be twenty (20). Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay at the time each unused vacation day first became available.
 3. **Sick Leave.** Sick Leave. The Superintendent shall be allowed ten (10) working days of sick leave each contract year. Such leave may be used for personal illness of the Superintendent or immediate family member. (For purpose of this paragraph "immediate family member" shall be deemed the Superintendent's spouse, child(ren), parent and parents-in-law.) Upon ending employment, unused sick leave days available in the final contract year will be lost and the superintendent will not receive any compensation for those days.
 4. **Carry-over and Accumulation of Sick and Bereavement Days.** Unused sick leave may be carried over from one contract year to a succeeding contract year to a maximum of forty-five (45) days.
 5. **Bereavement.** Five (5) days per year will be granted for bereavement leave. In certain situations, the Board President could grant additional days.
 6. **Holidays.** The following days shall be holiday days and not working days: July 4th, Thanksgiving, Christmas Day (December 24th through December 26th), New Year's Day (December 31st through January 2nd), and Memorial Day.
 7. **Log.** The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's secretary, which log shall be provided as a report to the Board of Education at each regular monthly meeting.

8. Health and Dental Insurance. The District shall pay for and provide the Superintendent with family health and dental insurance for which the Superintendent is qualified under the District's group insurance plan, which is to include family dental insurance coverage. A cash stipend shall be provided if not subscribing to the district provided health and dental benefits in an amount equal to the annual cost of Employees (single) health and Employee (single) dental insurance coverage.
- B. 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, provided that the Superintendent must have the permission from the Board of Education to be reimbursed for meetings outside the state of Nebraska. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request (ex. Phi Delta Kappa, Rotary & Kiwanis).
- C. Transportation Expenses. The Superintendent shall use the school owned vehicle when appropriate for transportation required in the performance of Superintendent's official duties. When the Superintendent uses his private vehicle in performance of Superintendent's official duties, the reasonable and necessary expense 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.
- D. Indemnification. The District shall defend, to the extent permitted by law, 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 in the Superintendent's official capacity as agent and employee of the District. This obligation excludes litigation or other proceedings regarding criminal matters. It is limited to circumstances when the Superintendent was acting in good faith regarding a matter that arose while the Superintendent was acting within the scope of the Superintendent's employment and to matters in which Board has the authority to provide liability insurance coverage under state law. In no case will individual board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceeding.
- E. Professional Growth. The board may upon receipt of a request from the Superintendent approve professional development and to participate in relevant learning experiences to be paid for by the School District provided that in no event shall the expense exceed the sum of \$2,500 annually.
- F. Unreimbursed Medical Participation Fee. The UMP fee will be paid at the yearly rate.
- G. Computer Use. The superintendent will be allowed to use a school laptop for school business and personal use subject to Board of Education policies relating to use of school district computers and networks.
- H. 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 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. 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. Nothing herein shall restrict the Superintendent from undertaking consultative work or other duties that are completed outside of the duty day and do not otherwise interfere with the Superintendent's 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. Duty days include all declared snow days unless the Superintendent is not able to safely travel to the School District offices.

The Board of Education and Superintendent recognize the position of Superintendent requires obligations that extend beyond a normal duty day. The Superintendent shall faithfully provide the time, effort and energy necessary to lead the district and be responsible for decisions requiring his input regardless of the time; date or nature of such decisions. The Board of Education recognizes the Superintendent is a professional administrator serving as the Board's representative in the daily management of the School District. The Board of Education will support the Superintendent in the performance of his duties and will recognize that certain periods during the contract year may allow the Superintendent to be physically absent from the office while still maintaining administrative oversight. Such times may include but no be limited to non-school days during the school year. In the event the Board of Education believes the Superintendent is not providing the time necessary to complete the duties of the Superintendent, the Board of Education shall meet with the Superintendent and provide further direction.

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 consideration 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 consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the 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. Evaluation of the Superintendent. The Superintendent shall be evaluated each contract year and may be evaluated more frequently in the discretion of the Board. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a written 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.

7. 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, 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 representation in the Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement within thirty (30) days of an offer of reemployment by the board, 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 shortcoming 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; 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 months remaining in the term of the Contract at the time 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. The Superintendent agrees to have a routine, annual physical examination performed by a licensed physician approved by the Board on or before October 15 of each year during the term of this Contract if requested by the board. A written report by the physician performing each such examination certifying to the physical competency of the Superintendent shall be filed with the President of the Board and treated as confidential information by the Board. The cost of such physical examination, not to exceed Three Hundred Dollars (\$300.00), and physician's report shall be paid by the Board. 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 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 position 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 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 such 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 is 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 Section 003.12 through 003.14 of 92 NAC 21; and, Superintendent has not suffered suspension or revocation of any education 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 if delivered to the Board of Education by January 15th of any contract year; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. If the Superintendent desires to resign on a date other than June 30 or if his or her resignation is received after January 14th, the resignation must be mutually agreed to by the Board.

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.

