

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT SANTEE COMMUNITY SCHOOL

THIS CONTRACT is made by and between the Board of Education of Santee Community Schools, referred to as "the Board" and "the school district" respectively, and Justin Hayes, referred to herein as "the Superintendent." The Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of three years beginning on July 1, 2020, and expiring on June 30, 2022. References in this contract to "contract year" shall mean the period from July 1 through June 30th and generally, unless otherwise required to perform the Superintendent's duties, shall consist of all days except Saturdays, Sundays, and legal holidays (as outlined in the staff handbook). The Superintendent and Board understand that work on those days and outside of the traditional 8 AM to 4 PM workday will occur, and that the Superintendent will work as many days and hours as necessary to complete his duties.

Section 2. Base Salary and Other Compensation. The Superintendent's salary for the 2020–2021 contract year shall be \$128,000. Salary shall be paid in conformity with the Board's practice of paying the salaries of other professional employees of the District. For the 2021-2022 contract year, the Board shall increase the salary by 7% to \$136,960. In addition to the Superintendent's base salary, the Board wants to incentivize the Superintendent to achieve specific benchmarks and will pay additional compensation for achieving them, which are contained in Attachment A, hereto, and incorporated fully herein. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 3. Renewal or Amendment of Contract. If a Board representative does not inform the Superintendent in writing on or before the seventh day after the regular December board meeting during the second year of this contract, and each subsequent contract year, of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one year from and after the then-current expiration date. For example, to initiate the nonrenewal process, the Board may pass a motion "to consider the nonrenewal of the Superintendent's contract," and the Board representative must provide the Superintendent with written notice of the Board's action on or before the seventh day after the applicable regular December Board meeting; otherwise the contract will renew for a period of one year. The Superintendent shall remind the Board in writing of this provision no later than its

regular November meeting of each contract year in which renewal is scheduled to occur, and shall make the renewal of the Superintendent's employment contract an agenda item for the regular December board meeting during each applicable year of this contract. At all times the Superintendent will ensure the District is in compliance with the Superintendent Pay Transparency Act.

Section 4. Professional Status. The Superintendent affirms that he is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in the school district's central administrative office. This contract shall not be valid, and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate.

Section 5. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote his time, skill, labor, and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns him. By written agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

Section 6. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He is responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 7. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) intemperance; (k) conviction of a felony; or (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

Section 8. Transportation. The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the current State of Nebraska mileage reimbursement rate.

Section 9. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. Full-family health, dental insurance and vision insurance through Educators Health Alliance Blue Cross and Blue Shield, or the District's then-current provider.
- b. Long-term Disability Insurance: the Superintendent will pay the cost of the LTD insurance, and the Board will increase his salary in the amount of the premiums;
- c. Life Insurance: Term life insurance with total-death benefit of ten-thousand dollars (\$10,000).
- d. Vacation leave: The Superintendent will be allowed 25 working days annually of vacation leave each contract year. Vacation leave may be used in a manner and at times selected by the Superintendent, provided vacation leave chosen does not interfere with the Superintendent's duties required by the Board of Education. If any vacation days remain at the end of any contract year, the Board agrees to pay the Superintendent at a rate of \$492 (superintendent's yearly salary divided by 260 days; for future years) for each accrued, unused day each contract year. The Superintendent shall record his use of vacation days and shall keep such records current and on file in the District's central office.
- e. Sick Leave: The Superintendent shall be entitled to 10 sick leave days per year, with a maximum accrual of 50 days. There is no payment for accrued, unused sick leave days upon separation of employment.
- f. Professional Dues: The District will pay the annual dues of the Superintendents membership in the professional organizations which the Board approves annually. Please see list below; this is not an all inclusive list
 - i. Nebraska Council of School Administrators
 - ii. National Indian Education Association
 - iii. National Indian Impacted Schools Association
 - iv. National Association of Federally Impacted Schools
 - v. American Association of School Administrators
 - vi. Association for Supervision and Curriculum Development
- g. Professional Development: The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. He may attend appropriate professional meetings at the local, state, regional and national level. The Board will pay for valid expenses of attendance at these meetings provided that the Superintendent shall obtain Board approval in advance of any meeting at the national level.
- h. Retirement: The Nebraska School Employees Retirement Act applies to the Administrators employment hereunder.

Section 10. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 11. Superintendent's Dwelling. The provision of housing in teacherage house and payment of utility expenses, paid by the district.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation Upon Termination and Credit for Accrued

Vacation. 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 12 months in the annual salary period in which termination occurs. For example, if the Superintendent has served three months, the Superintendent shall receive one-fourth of their annual salary; if the Superintendent has served four and one-half months, the Superintendent shall receive 37.50 percent of their annual salary (4.5 divided by 12) The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

Section 14. Evaluation. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation. The superintendent shall be evaluated once a year thereafter. The superintendent shall provide the Board with the written evaluation instrument that is on file with the Nebraska Department of Education; and make his evaluation an agenda item for the regular December board meeting during each year of this contract.

Section 15. Legal Actions. The District shall include the Superintendent as a named insured in its liability and errors and omission insurance policies. The Board shall, to the full extent permitted by law, defend, hold harmless and indemnify the superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him in his individual capacity or in his official capacity as an agent and/or employee of the school district, provided that the incident arose while the Superintendent was acting (or in good faith reasonably believed that he was acting) within the scope of his employment as Superintendent of the District.

Section 16. Physical or Mental Examination and Disability. The Board shall have the authority to require the Superintendent to undergo a physical or mental examination by a physician and/or psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to

the Board must address whether the Superintendent is able to perform the "essential functions" of his position. If the Superintendent is unable to perform any of the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period of more than 30 days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 17. 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 18. 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 as per state statute.

Section 19. Written Acceptance of Employment. If the Superintendent does not accept and deliver one signed copy of this contract to the Board within 12 calendar days after its approval by the Board, this contract is null and void.

Section 20. 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 enforcement of the remaining provisions of this contract.

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

Executed by the Board this ____ day of _____, 2019

President, Board of Education

Executed by the Superintendent this ____ day of _____, 2019

ATTACHMENT A

Goal and Benchmark Incentive Pay

Upon meeting any of the goals or benchmarks below, the Board will provide the Superintendent with the corresponding compensation. The Superintendent shall provide proof of completion of each goal or benchmark for which the Superintendent seeks the incentive pay at the next Board meeting, and upon Board approval, the incentive pay will be paid to the Superintendent during the District's next regular pay period:

Goal #1

Graduation Rate after the 2nd contract year:

- 4 year cohort 65% and 7 year cohort 73%

Incentive Pay: \$6,000 for each year in which the stated goal is met

Goal #2

Proficiency % at grade K-6 during the 2nd contract year:

- 10% of students K-6
-

Incentive Pay: \$6,000 for each year in which the stated goal is met

Goal #3

The District is removed from its "Priority Status" designation by the Nebraska Department of Education.

Incentive Pay: \$12,000 (one-time payment and availability)