

ELBA PUBLIC SCHOOL DISTRICT SUPERINTENDENT CONTRACT

Background

This Employment Contract (the "Contract") is by and between The Board of Directors (the "Board") of the Elba Public School District (the "District") and Matthew Palmer ("Last Name") or the ("Superintendent") (collectively, the Parties").

Agreement

The Board hereby agrees to employ Last Name as Superintendent of all schools within the Elba Public School District for a period of 2 year(s), subject to the terms and conditions of this Contract. A job description describing the nature of this position is attached hereto as Exhibit A and incorporated by this reference (the "Job Description").

Last Name agrees to serve as the District's Superintendent, subject to the terms and conditions of this Contract.

Terms and Conditions

1. *Salary.* The board shall pay Last Name a salary of \$ 85,000 .00 per year, which salary shall be paid out in twelve equal installments on the regular pay day of the District. Nothing in this Agreement shall prevent the parties from negotiating a higher salary for any year after the first year of employment under this agreement.
2. *Housing.* As Additional compensation, the District shall provide Last Name adequate housing within the geographical boundaries of the District.
3. *Insurance.* The District shall provide Mr. Palmer with insurance, if needed, as follows:
 - a. Family Insurance
 - b.
 - c.
4. *Term of Contract.* Last Name shall serve as Superintendent from July 1, 2017 to June 30, 2019.
5. *Effective Date.* This Agreement shall become effective on the first date upon which it has been signed by all Parties hereto.
6. *Renewal.* Unless the Parties give notice of their intent not to renew this Contract on or before April 15, next proceeding the ending date of this Agreement this Contract shall automatically extend for one year beyond its initial term.
7. *Days of Service.* Last Name shall serve as Superintendent for 230 Working Days per year.

a. "Working Day" means any portion of the day consisting of the performance of duties required of the Superintendent pursuant to the terms of this Contract, the Superintendent's job description or as directed by the Board of Education exclusive of legal holidays.

b. "Legal Holiday" means July 4th, Labor Day, Thanksgiving, December 24-26, December 31-January 2, Memorial Day.

c. As described in the Job Description, the Superintendent position requires some obligations that extend beyond a normal duty day. The Superintendent shall faithfully execute his duties regardless of time or date.

d. Last Name shall be entitled to 8 days of sick leave per year, which shall not accumulate from year to year.

e. Last Name shall not be entitled to any vacation days, but shall be entitled to freely arrange his schedule in any manner that does not conflict with his duties under this Contract.

f. During each monthly Board meeting, Last Name shall account for his actual days of service since the previous Board meeting.

g. Last Name shall notify the Board, orally or in writing of his intention to be absent for any period exceeding 5 work days (a "Planned Absence") not less than two weeks before the Planned Absence is to begin.

8. *Superintendent Duties.* As Superintendent, Last Name shall:

- a. Attend all regular and special meetings of the Board;
- b. Work with the Board to develop and maintain short-term, medium-term, and long-term strategic plans for the District;
- c. Administer the instruction, business affairs, and day-to-day operations of the District; and
- d. Furnish throughout the term of this Contract a valid and appropriate license to act as Superintendent for the District;
- e. Make recommendations to the Board for employment, dismissal, selection, or transfer of personnel that Last Name believes will best serve the needs of the District; and
- f. Exercise well and faithfully such other powers or duties as may be prescribed by law, this Contract, the Job Description, or as directed by the Board from time to time

9. *Board Duties.* During the term of this Contract, the Board shall:
- a. Refer matters to the Last Name for study and recommendation as the Board sees fit;
 - b. Provide Last Name with two written evaluations per year of his performance as District Superintendent, on the written evaluation of the District, a copy of which is attached to this agreement and incorporated by reference herein.
 - c. Discuss each evaluation with Last Name after both parties have had the opportunity to review said evaluation.
 - d. Provide sufficient time during its regular meetings to discuss any performance or relational issues which may arise pertaining to the Superintendent from time to time; and
 - e. Promptly refer or bring to the Superintendent's attention any criticism or complaint concerning the Superintendent or his performance about which the Board becomes aware.
10. *Exclusivity as to Other Districts.* This Contract shall be void if, at any time during its term, the Superintendent is under contract with another board of educators of a school district in Nebraska, until such time as the competing contract is terminated or the Superintendent is released from it.
11. *Non-Exclusivity as to Other Organizations.* Last Name shall devote sufficient time, skill, labor, and attention to his employment as the District's Superintendent during the term of this Contract. With prior written approval from the Board, however, Last Name may freely undertake consultative work, speaking, engagements, writing, lecturing, or other professional duties and obligations so long as they do not conflict with Last Name's duties under this Contract.
12. *Professional Development.* Last Name shall continuously develop his professional abilities throughout the term of this Contract, in a manner as agreed to by the parties.
- a. Last Name shall attend appropriate professional meetings at the local, state, and national levels that do not interfere with the proper performance of his duties.
 - b. Last Name shall participate in other relevant learning experiences from time to time.
13. *Reimbursement.* The District shall reimburse Last Name's reasonable and necessary expenses disbursed in performance of his duties under this Contract in accordance with Board policies, including but not limited to:
- a. Expenses relating to professional development meetings;
 - b. Transportation, unless achieved using District automobiles;
 - c. Annual dues to Nebraska Council of School Administrators; or

d. Annual dues to other professional organizations (upon request from the Superintendent and approved by the Board).

For such expense, Last Name shall provide an itemized statement.

14. *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, or other legal proceedings brought against the Superintendent in his individual or official capacities, provided that the incident arose while the Superintendent was acting (or reasonably believed in good faith that he was acting) within the scope of his employment pursuant to this Contract. This provision shall not apply if the District is adverse to the Superintendent in the legal proceeding at issue.

15. *Capacity.* Last Name affirmatively represents that he is sufficient mental and physical capacity to perform the duties imposed on him by this Contract.

a. In the event that there is a material change in Last Name's physical or mental capacity, such that this change would impair his ability to perform his duties, Last Name shall report this change to the Board within a reasonable time.

b. Any report to the Board made under this paragraph shall be treated as confidential employment information subject to applicable law.

16. *Disability.* If Last Name become unable to perform any or all of his duties by reason of illness, accident, or other cause beyond his control, and either:

a. this disability continues for a period of time that exceeds his sick leave as provided in this Contract; or

b. this disability reasonably appears to be permanent irreparable, or of such a nature as to make performance of the Superintendent's duties impossible, then the Board may at its option, cancel or decline to renew this agreement. Nothing in this paragraph shall be construed to relieve the Board of its substantive and procedural duties under applicable law including but not limited to Neb. Rev. Stat. §79-824 *et. seq.* Nothing in this paragraph shall be construed to deprive Last Name of any rights, entitlements, or privileges vested in him by applicable law.

17. *Termination.* The Board may terminate this Contract if the Superintendent:

a. Violates the terms of this Contract;

b. Performs any act or does anything which is material harmful to the District or which substantially inhibits his ability to discharge his duties under this Contract;

c. Becomes legally disqualified to serve as Superintendent in this state;

d. Participates in any fraud;

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- e. Causes any intentional damage to property or persons;
- f. Engages in any unlawful act; or
- g. Provides the Board with just cause for termination, including;
 - i. Incompetence
 - ii. Neglect of duty;
 - iii. Unprofessional conduct
 - iv. Insubordination;
 - v. Immorality unbecoming of the District; or
- vi. Other conduct which interferes substantially with the continued performance of his duties.

Nothing in this paragraph shall be construed to relieve the Board of its substantive and procedural duties under applicable law including but not limited to Neb. Rev. Stat. §79-824 et seq. Nothing in this paragraph shall be construed to deprive Last Name of any rights, entitlements, or privileges vested in him by applicable law.

- 18. *No Penalty.* There shall be no penalty for release or resignation by the Superintendent from this contract provided that no resignation shall become accepted by the Board, in which case the Board shall fix the time at which the resignation shall take effect.
- 19. *Amendments.* This Contract may be modified or amended only by a writing signed by all Parties.
- 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 enforceability of the remaining provisions of this Contract.

Executed February 11th, 2017

Matt Palmer

_____, Superintendent.

Executed February 13, 2017

By: Terry A. Spitznagel Board President

Attest: Robyn D. Dieracke

Superintendent Contract Notice

Elba Public Schools approved a Superintendent contract for Matthew Palmer at the Board Meeting held on February 13, 2017. Details of the contract are listed below.

After Year 1 of Contract, how many years remain on the contract: 1
 (Column F must be completed if additional years are stated in the contract.)

This contract covers the following year(s): 2017-18 & 2018-19

	Year 1 of Contract: Base Pay, Additional Compensation & Benefits	Future Year(s) Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 85,000.00	\$ 85,000.00	\$ 170,000.00
Compensation for activities outside of the regular salary:			
• <i>Extended contracts / Activities outside of regular salary</i>			\$ -
• <i>Bonus/Incentive/Performance Pay</i>			\$ -
• <i>Stipends</i>			\$ -
• <i>All other costs not mentioned above</i>			\$ -
Benefits and Payroll Costs Paid by district:			
• <i>Insurances (Health, Dental, Life, Long Term Disability)</i>	\$ 19,946.00	\$ 19,946.00	\$ 39,892.00
• <i>Cafeteria Plan Stipend</i>			\$ -
• <i>Cash in lieu of insurance</i>			\$ -
• <i>Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u></i>			\$ -
• <i>District's share of retirement, FICA and Medicare</i>	\$ 15,002.00	\$ 15,002.00	\$ 30,004.00
• <i>IRS value of housing allowance</i>	\$ 4,800.00	\$ 4,800.00	\$ 9,600.00
• <i>IRS value of vehicle allowance</i>			\$ -
• <i>Additional leave days</i>	\$ 2,957.00	\$ 2,957.00	\$ 5,914.00
• <i>Annuities</i>			\$ -
• <i>Service credit purchase</i>			\$ -
• <i>Association / Membership dues</i>	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
• <i>Cell Phone/Internet reimbursement</i>			\$ -
• <i>Relocation reimbursement</i>			\$ -
• <i>Travel allowance/reimbursement</i>			\$ -
• <i>Mileage Allowance</i>			\$ -
• <i>Educational tuition assistance</i>			\$ -
• <i>All other benefit costs not mentioned above</i>			\$ -
Totals:	\$ 128,705.00	\$ 128,705.00	\$ 257,410.00