

CONTRACT OF SUPERINTENDENT EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of Southwest Public Schools, Red Willow County School District No. 73-0179 referred to herein as "the Board," and R. Todd Porter, referred to herein as "the Superintendent."

WITNESSETH: In accordance with its action taken and recorded in the minutes of its meeting held on the 8th day of November, 2021, the Board agrees to employ the Superintendent and the Superintendent agrees to accept such employment subject to the following terms and conditions:

Section 1. Term of Contract. The Superintendent shall be employed for a period of one (1) year, beginning on the 1st day of July, 2022 and expiring on the 30th day of June, 2023.

Section 2. Renewal of Contract. Not later than the Tuesday following the board's regular December meeting each year the Secretary of the Board shall notify the Superintendent in writing of the Board's intention to continue or possible non-renewal of this Contract for an additional contract year. It shall be the Superintendent's obligation to remind the board of this provision by placing an agenda item regarding contract renewal on the agenda of the board's regular December meeting. Failure by the Superintendent to place this item on the agenda as required by this paragraph shall be grounds for the termination and/or cancellation of the superintendent's contract.

Section 3. Salary. In consideration of an annual gross salary of \$ 152,009 to be paid in the first year, and of further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully duties of the Superintendent of Schools in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. Annual net salary shall be paid in equal installments in accordance with the policy of the Board governing payment of the professional staff employees of the District. The Superintendent's salary shall not be reduced during the term of this Contract except for just and sufficient cause as authorized by law. That parties agree that, should this Contract be renewed through the operation of Section 2 above, that the Superintendent's salary shall be increased by three percent (3%) each subsequent contract year.

Section 4. Professional Status. The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part of or all of the same term provided in this contract. The Superintendent further affirms that throughout the term of this contract, he will hold a valid and

appropriate certificate to act as a Superintendent of Schools in the State of Nebraska.

Section 5. Superintendent's Duties. The Superintendent shall organize and arrange the administrative and supervisory staff of the District in a manner which best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of his staff. The Superintendent shall have the responsibility for selection, placement and transfer of personnel. He shall be responsible for initiating all personnel matters which require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of certified personnel. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Section 6. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief executive officer for the District, and shall have primary responsibility for implementation of Board policy. 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.

Section 7. Cancellation or Mid-Term Amendment. The Contract of the Superintendent may be cancelled or amended by a majority of the members of the School board during the term of the contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; or (j) any other conduct or condition that substantially interferes with the continued performance of the superintendent's duties. The procedures for cancellation during the term of the contract shall be in accordance with the applicable *Nebraska Revised Statutes*.

Section 8. Disability. If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than forty (40) days, or if the disability is permanent, irreparable, or of such a nature as to make performance of his 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 9. 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 by the Internal Revenue Service for non-taxable reimbursement of mileage (currently 54.5 cents/mile).

Section 10. Fringe Benefits.

- a. Health Insurance.** The Board shall provide to the Superintendent up to family health insurance which is equivalent or superior to that which is provided to teachers employed by the district.
- b. Dental Insurance.** The Board shall provide to the Superintendent up to family dental insurance which is equivalent or superior to Blue Cross/Blue Shield of Nebraska.
- c. Life Insurance.** The Board shall provide to the Superintendent term life insurance with a total death benefit of One Hundred Thousand Dollars (\$100,000).
- d. Sick Leave.** The Superintendent shall have ten (10) days of paid sick leave for each Contract Year. Sick leave days may be used by the Superintendent on days which the Superintendent is unable to perform his duties because he is sick. Unused sick leave may be carried over from Contract Year to Contract Year. If the Superintendent carries forward any sick leave days to any Contract Year, the number of sick leave days he shall be awarded in such Contract Year shall be the lesser of (a) ten (10) days and (b) the number of days which will bring the Superintendent's accumulated unused sick leave days to forty (40). In no case shall the Superintendent accumulate more than forty (40) days of unused sick leave. The Superintendent shall maintain, and keep current, a record of his sick leave which the Superintendent shall make available to the Board at the July Board meeting of each year during the term of this Contract and upon the Board's request.
- e. Professional Development.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board,

he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.

- f. Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: NASA and NRSCA.
- g. Vacation Leave.** The Superintendent may be awarded up to twenty (20) days of paid personal leave for each Contract Year. Personal leave days may be used at the Superintendent's sole discretion, provided that he makes reasonable efforts not to use them when such use would interfere with his ability to attend the Board's meetings. Unused personal leave may be carried over from Contract Year to Contract Year. If the Superintendent carries forward any personal leave days to any Contract Year, the number of personal leave days he shall be awarded in such Contract Year shall be the lesser of (a) twenty (20) days and (b) the number of days which will bring the Superintendent's accumulated unused personal leave days to twenty (20). In no case shall the Superintendent accumulate more than twenty (20) days of unused personal leave. The Superintendent shall keep a current record of his personal leave which he shall provide to the Board at its July regular Board meeting each year and upon the Board's request.
- h. Definition of "Working Days."** For the purpose of this section, the term "working days" shall not include any Saturday, Sunday, or school holidays. The Superintendent shall track the number of working days he has completed and shall report that information to the board each month.
- i. Housing.** Due to the unique administrative needs of the School District, the Superintendent is required to maintain his primary residence within the geographic boundaries of the school district. The Board will provide the Superintendent with a suitable residence and the school district will pay for the following utilities: electricity, natural gas, water/sewer, and trash pickup.

Section 11. 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 12. 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 contract unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.

Section 13. Compensation Upon Termination. 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, shall be refunded by the Superintendent.

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 and provide them with the written evaluation instrument to be used.

Section 15. Legal Actions. If any legal action, including but not limited to a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's good faith performance of his duties for the Board, the Board shall pay the expenses of defending such legal action to the maximum extent permitted by law. Notwithstanding anything herein to the contrary, this section shall not apply to legal actions, including, but not limited to professional practice complaints, initiated by the Board against the Superintendent.

Section 16. Physical or Mental Examination. 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.

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.

Section 19. 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.

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

Executed by the Board this ____th day of _____, 2021.

Secretary, Board of Education

President, Board of Education

Executed by the Superintendent this _____ day of _____, 2021.

Superintendent