

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 one year beginning on July 1, 2019, and expiring on June 30, 2020. During each year, the Superintendent shall render at least 240 working days of service in the performance of his duties as Superintendent. The term "working days" shall not include any Saturday, Sunday or legal holidays. "Working days" shall include, but not be limited to, all days that school is in session for students or certificated employees, together with Christmas break, fall break, spring break, and any other Board approved days when school is otherwise not in session. The Superintendent in coordination with the District business manager, shall keep complete and accurate records of his working days and shall provide the Board of Education with a report of his accumulated working days upon request.

Section 2. Salary. The Superintendent's salary for the 2019–2020 contract year shall be \$115,000. Salary shall be paid in 26 equal installments beginning in the month of July 2019. 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. 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 4. 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 5. 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 6. 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 7. 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 Educator's Health Alliance Blue Cross and Blue Shield;
- b. Long-term Disability Insurance;
- c. Life Insurance: Term life insurance with total-death benefit of ten-thousand dollars (\$10,000).
- d. Vacation leave: The Superintendent will be allowed 20 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 his per diem rate for each accrued unused day. 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 days of sick leave per year which may accumulate to a total of thirty (30) days. If he qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay.
- f. Professional Dues: The school district will pay the annual dues of the Superintendent's membership in the professional organizations which the board approves annually.
- g. Personal Days: The Superintendent is entitled to three (3) personal days during working days each year. These days do not accrue.
- h. 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.

- i. Four days of bereavement leave.
- j. 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 contract days or fraction thereof to the date of such termination bears to the total contract days in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. The Superintendent shall not be entitled to any reimbursement for unused sick leave during the term of this contract or at its conclusion.

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. If the board intends to nonnew the superintendent contract the Board shall notify the superintendent during the regular Board of Education meeting in December of 2019.

Section 15. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

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 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 day after its approval by the Board, this contract is null and void.

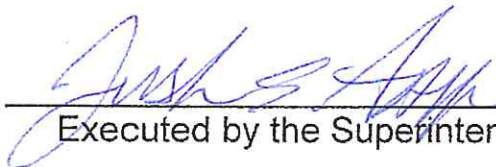
Section 20. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

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

Executed by the Board this 23 day of April, 2019

President, Board of Education




_____ Executed by the Superintendent this 23rd day of April, 2019