

## **CONTRACT OF SUPERINTENDENT EMPLOYMENT**

**THIS CONTRACT** is made by and between the Board of Education of Bruning-Davenport Unified School District, Thayer County School District No. 85-2001, hereinafter referred to as "the Board", and Kolin Haecker, hereinafter referred to as "the Superintendent."

**WITNESSETH:** That in accordance with action taken by the Board as recorded in the minutes of the Board meetings held on March 28, 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:

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of two (2) years, beginning on the 1st day of July, 2019 and expiring on the 30<sup>th</sup> day of June, 2021, excluding Saturdays, Sundays and legal holidays.

**Section 2. Nonrenewal of Contract - Waiver of Hearing.** In exchange for \$100 and such other consideration as the parties shall agree to, the parties agree that this contract shall not renew on April 15, 2021 and shall be non-renewed as of June 30, 2021 without any further action of the board. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR \$1 AND OTHER VALUABLE CONSIDERATION, THE SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HE HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, HE UNDERSTANDS THAT HE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. HE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE IS WAIVING.

**Section 3. Superintendent's Obligation to Remind.** The Superintendent shall remind the Board in writing of all the deadlines in the preceding section on or before March 1, 2021. The Superintendent shall also ensure that all relevant provisions of the Nebraska Superintendent Pay Transparency Act are complied with by the District at all times during which this contract is in effect. The failure to comply with the obligations contained in this paragraph shall constitute a material breach of this contract.

**Section 4. Salary.** In consideration of an annual gross salary of \$119,000 to be paid in the first year, and the negotiated amount of **\$123,000.00** to be paid in the second 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.

**Section 5. 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 6. Superintendent's Duties.** Subject to the approval of the Board, the Superintendent shall be responsible for organizing, reorganizing and arranging 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 be responsible for selecting, placing, and transferring personnel. He shall be responsible for initiating all personnel matters which require action by the Board, including making recommendations to the Board concerning the termination or discharge of any 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, by agreement with, the Board, he may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

**Section 7. 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 parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to their attention to the Superintendent for action, study or recommendation, as appropriate.

**Section 8. 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 9. 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 10. Fringe Benefits.**

- a. **Health Insurance.** The Board shall provide to the Superintendent with the same health and dental insurance coverage which the board provides to certificated staff members pursuant to its Collective Bargaining Agreement with the Bruning-Davenport Education Association.
- b. **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. The Superintendent may carry forward unused sick leave from year to year but in no case shall the Superintendent accumulate more than fifty (50) 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.
- c. **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.

- d. **Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the Nebraska Council of School Administrators.
- e. **Disability Insurance.** The Superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- f. **Physical Examination.** The Superintendent agrees to have a comprehensive physical examination performed by a licensed physician once each year during the term of the Contract. A written report by the physician performing each such examination certifying to the physical competence of the Superintendent shall be filed with the Secretary of the Board and treated as confidential information by the Board. The cost of such physical examination and physician's report that is not covered by the Superintendent's health insurance shall be paid by the District.
- g. **Vacation Leave.** The Superintendent may be awarded up to twenty (20) days of paid vacation leave for each Contract Year. Vacation 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 vacation leave may be carried over from Contract Year to Contract Year. If the Superintendent carries forward any vacation leave days to any Contract Year, the number of vacation 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 vacation leave days to twenty (20). In no case shall the Superintendent accumulate more than twenty (20) days of unused vacation leave. The Superintendent shall keep a current record of his vacation leave which he shall provide to the Board at its July regular Board meeting each year and upon the Board's request. Upon termination of employment, the Superintendent shall be paid \$50.00 for each accrued but unused vacation day.
- h. **Legal Holidays.** The Superintendent will receive the following paid holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving (2 days - Thursday and Friday), and Christmas (2 days - Christmas

Day and one day either before or after), which paid holidays shall not count against the vacation days referred to in Paragraph 8, above. The Superintendent shall be on duty on all week days except the foregoing legal holidays and days elected as vacation or sick days.

- i. **Housing.** The Board of Education will provide Superintendent with district-owned housing at no additional cost to Superintendent.
- j. **School Car.** The Board of Education will provide Superintendent with a school-owned vehicle for Superintendent's use in traveling to and from school and for all school-related transportation.
- k. **Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB REV STAT. § 13-2201 et seq.) or some other provision of law, and (2) the Principal shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more.

**Section 11. 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 12°. 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 13. Evaluation.** The Board shall evaluate the Superintendent twice during his first year of employment, once no later than the month of December, 2019 and a second time no later than the month of

April, 2020. After his first year of employment that Board shall evaluate the Superintendent at least once annually, with one evaluation completed no later than the month of October. 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 14. 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 15. 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 16. Disciplinary Action.** The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the school district to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising him of the alleged reasons for the proposed action and provided the opportunity to present his version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a formal due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

**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 19 day of March, 2020



President or Chairman  
Board of Education



Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT this 19 day of March, 2020



Superintendent