

Hemingford Public School District #10

Hemingford, NE

Superintendent Contract of Employment

This Contract is made by and between the Board of Education, (Board) of Hemingford Public School, District #10, Box Butte County (District) and Casper Ningen (Superintendent).

Witnesseth: In accordance with action taken by the Board as recorded in minutes of the meeting held on the 9th day of January 2017, the Board agrees to employ the Superintendent and the Superintendent agrees to accept such employment subject to the terms and conditions set forth below.

Section 1. Term of Contract. The Superintendent shall be employed for a period of 12 months or one year, beginning July 1, 2017, and ending on June 30, 2018.

Section 2. Salary. In consideration of an annual salary of **\$117,800** the Superintendent agrees to perform faithfully the duties of Superintendent of Schools as prescribed by the laws of the State of Nebraska and by policies and directives of the Board. The annual salary shall be paid in 12 equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. Notwithstanding Section 17 of this Contract, the Board may adjust the Superintendent's annual salary upward and may pay such sums in addition to the amount of the Superintendent's salary set forth above during the term of this Contract as it deems appropriate without such adjustment or payments in addition to salary constituting a new contract or extending the length of the Contract. The Superintendent's salary specified in the paragraph shall not be reduced during the term of this Contract.

Section 3. Professional Status. The Superintendent affirms that he is not under contract with the board of education of another school district covering any part of the term of this Contract. During the term of this Contract the Superintendent shall hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska that he shall register in the office of the Superintendent of Hemingford Public Schools as required by law.

Section 4. 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 that best serves the interests of the District. He shall administer the instructional and business affairs of the District. He shall be responsible for selecting, placing, and transferring personnel. He shall be responsible for initiating all personnel matters that require action by the Board, including making recommendations to the Board concerning the termination or discharge of any certificated personnel. The Superintendent agrees to devote his time, skill, labor and attention to his duties under this Contract. With the expressed permission of the Board, he may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

Section 5. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting board policies. The Superintendent shall be the chief administrative officer for the District and shall be primarily responsible for implementing board policies. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other party. The Board members, individually and collectively, will promptly refer all criticisms, complaints and suggestions to the attention of the Superintendent for action, study, or recommendation, as appropriate.

Section 6. Discharge. The Board may cancel this contract for just cause by vote of a majority at any time. "Just Cause" shall include, but not be limited to, (a) any material breach of a provision of this Contract or any action that substantially inhibits his ability to discharge duties under this Contract, (b) incompetence, (c) immorality, (d) intemperance, (e) cruelty, (f) conviction of a felony, (g) neglect of duty, (h) general

neglect of the business of the district, (i) unprofessional conduct, or (j) physical or mental incapacity that renders the Superintendent incapable of performing the essential functions of his position. If the Board wishes to consider canceling the Superintendent's employment, it shall notify him in writing of its intention and of the alleged ground(s) for considering cancellation. Within seven (7) calendar days of the receipt of such notice, the Superintendent may make a written request to the President of the Board for a hearing. The procedures for such a hearing shall be those prescribed by statute for considering the cancellation of certificated employee's contract.

Section 7. Physical Examination. The Superintendent agrees to comply with any Board request that he undergo a comprehensive physical and or mental examination performed by a physician or physicians of the Board's choosing. He agrees to authorize the physician performing such and each examination to provide the Board with a written assessment whether the Superintendent can perform the essential functions of his position. The District shall pay the cost of such examinations and physicians reports that are not paid for by the Superintendent's insurance.

Section 8. 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 maximum rate permitted by law.

Section 9. District Paid Residence. The Superintendent, for the convenience of the Board of Education and as a condition of the Superintendent's employment, to ensure efficient operation, management, and supervision of the district with which the Superintendent is charged, shall reside in the house owned by the district located at 900 Ogallala Street in Hemingford, Nebraska. The Board of Education is responsible for paying the utilities including electricity, water, sewer, trash removal and natural gas. The board shall pay maintenance costs, real property taxes or special assessments, if any, and real property insurance costs on the house. The Superintendent shall be responsible for the every day care and upkeep of the house and grounds. The Superintendent shall be responsible for insurance for personal property kept within the house.

Section 10. Annual Vacation. The Superintendent shall be allowed fifteen (15) days of vacation leave during each Contract year to be used at his discretion, provided that he shall take vacation when his presence is not required in the district and when he has taken care of his responsibilities. Working days shall include all weekdays of a Contract year except for official school holidays and scheduled breaks. Unused vacation leave shall not carry over from one contract year to another. Unused vacation leave shall lapse at the end of the superintendent's employment and he shall not be compensated for it.

Section 11. Professional Development. With the approval of the Board, the Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state, and national levels. The district shall pay the expenses of such approved attendance. The Board shall set annually in the district budget of expenditures the amount of funds available for expenses of the Superintendent.

Section 12. Fringe Benefits. The Superintendent shall receive the following fringe benefits. (a) Family Medical and Family Dental Insurance; (b) a term life policy with a \$50,000 Death Benefit; (c) sick leave of (12) days per contract year; (d) personal leave of three (3) days per contract year; (e) membership dues to local, state and national professional associations. Unused sick leave can be carried over from one contract year to the next up to a maximum of fifty (50) days. Unused personal leave days shall not carry over from one contract year to the next. Unused personal leave days shall lapse at the end of the Superintendent's employment and the Superintendent shall not be compensated for them.

Section 13. Legal Actions. In the event of any legal actions threatened or filed against the Administrator as a result of the performance of duties under this Contract, or the Administrator's position as Administrator for the School District, including professional practice complaints against the Administrator, the Board shall provide a legal defense to the Administrator, to the maximum extent permitted by law.

Section 14. 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 date when the resignation shall take effect.

Section 15. Compensation Upon Termination. Upon lawful termination of this Contract for any reason outlined in this Contract, 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 the termination occurs. The Superintendent shall refund any portion of the salary paid, but not earned, prior to the date of termination of this Contract.

Section 16. Governing Laws. The parties shall be governed by all applicable state and federal laws and regulations in performance of their respective duties and obligations under this contract.

Section 17. Non-renewal Notice. If the Board intends to consider the non-renewal of this Contract, it shall notify the Superintendent in writing not later than February 15, 2018. If the Board does not so notify the Superintendent, the Contract shall automatically renew for a period of one year from and after the Contract ending date in Section 1 of this Contract. The Board may require the Superintendent to accept the renewal of his contract within fourteen (14) days. If the Superintendent does not submit a written acceptance or renewal by the deadline, he shall be deemed to have rejected continued employment, and this shall constitute just cause for termination of employment as of the ending date of the Contract.

Section 18. Amendments to be in Writing. The parties may modify or amend this Contract only in writing, with the amendment or modification 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 court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

Section 20. Retirement Incentive. At the January 11th, 2016 board meeting, the board approved a contracted five year retirement incentive window beginning when Superintendent Ningen turns 60 years old. The board agrees to pay Mr. Ningen 75% of the amount of his last year's annual salary should he retire within that window. That contracted amount will be paid over three years in equal thirds on the next three September 15 dates that follow his last day of service. Should Mr. Ningen die before the three-year payout is complete, the remaining payments would be paid to his spouse or family.

In Witness Whereof, the parties have executed this Contract on the dates indicated below.

Executed by the Board this 9th day of January, 2017.

Secretary, Board of Education

President, Board of Education

Executed by the Superintendent this 9th day of January, 2017.

Superintendent of Schools