

**KEARNEY PUBLIC SCHOOLS, KEARNEY, NEBRASKA CONTRACT OF EMPLOYMENT  
WITH SUPERINTENDENT**

THIS CONTRACT is made by and between the Board of Education of the Buffalo County School District 10-0007, a/k/a Kearney Public School District, hereinafter referred to as "the Board," and Dr. Kent Edwards, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 14<sup>th</sup> day of January 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:

**I. Term of Contract.**

A. Initial Term. This Contract is for a term of three (3) years beginning on the 1<sup>st</sup> day of July, 2019, and expiring on the 30<sup>th</sup> day of June, 2022 ("Initial 3 Year Term"). A "contract year" for purposes of this Contract shall be from July 1 to June 30 and shall consist of 260 days of service by the Superintendent, subject to vacation days, and holidays as provided herein. Extension of this contract for an additional "rollover" year beyond the "Initial 3 Year Term" may occur as follows:

1. Superintendent's Notice of Intent to Extend. The Superintendent's Notice of Intent to Extend shall be given between December 1<sup>st</sup> and December 31<sup>st</sup> each contract year. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.

2. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall have until on or before February 16<sup>th</sup> each contract year to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible nonrenewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.

**II. Salary:**

A. Salary for 2019-20 Contract Year. The salary for the 2019-2020 contract year shall be set by mutual agreement of the Superintendent and the Board, but shall in no event be less than the annual salary for the immediately preceding contract year.

B. Salary for Subsequent Contract Years and Extended Terms. The salary for any contract year subsequent to the 2019-2020 contract year, or any renewal or extension periods shall be set by mutual agreement of the Superintendent and the Board, but shall in no event be less than the annual salary for the immediately preceding contract year.

C. Inclusive of All Services Provided to the District: In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

D. Payment of Salary and Adjustments. The first annual salary installment shall be paid on July 20, 2019, and each subsequent installment shall be paid on or before the 20<sup>th</sup> day of each month thereafter during the term of this agreement. Said annual salary shall be paid in equal installments in accordance with the

policy of the Board governing payment of certificated employees of the District. Salary payments shall be subject to state and federal withholding required by law, including without limitation retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions.

**III. Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Vacation and Leave Benefits.

1. Nature of Paid Leaves. Paid leave from the Superintendent's professional duties are available to the Superintendent when the following specific conditions are met:

- a. The Superintendent is currently employed by the School District;
- b. The leave day is taken on a day the Superintendent would otherwise be expected to be at work; and,
- c. The Superintendent has met the conditions for such leave to be taken as applicable to each specified form of paid leave. All paid leave is subject to the following:

2. Leave Year. The leave year is the Superintendent's contract year of July 1 through June 30 of each year this contract is in effect.

3. Unused Leave. There shall be no pay for leave available but unused either during or upon ending of employment except as may be specifically set forth herein.

4. Vacation:

a. Vacation Earned: Vacation days are earned on the first day of the annual contract.

b. Annual Allotment of Vacation Days: For the initial contract, twenty-two (22) vacation days are earned by the Superintendent on the first day of the contract. For subsequent contract years, unused vacation days from the previous contract year, less two (2) unused vacations days banked per subparagraph 3) below, will be carried over to the following contract year. On the first day of subsequent contract years, the annual allotment of vacation days earned will be the number of unused vacation days from the previous year (less 2 banked days per subparagraph "c" below and the ten (10) paid days per subparagraph "e" below) plus the number of additional vacation days necessary to replenish the allotment to the sum of twenty-two (22) days.

c. Accumulation of a Bank of Vacation Days: The Superintendent may accumulate a bank of unused vacation days. The Superintendent may bank up to two (2) unused vacation days per year. The maximum number of unused vacation days that can be accumulated in a bank is twenty-two (22) days. Banked vacation days can be used during any contract year.

d. Total Number of Vacation Days: The total number of vacation days the Superintendent has on the first day of each contract year is the number of annual allotment days plus the number of banked days.

e. Annual Payment for Unused Vacation Days: The Superintendent shall be paid for up to ten (10) unused vacation days at the end of a contract year; the Superintendent shall be paid at the Superintendent's daily rate in the July pay check for the immediately ensuing contact year.

5. Holidays: The Superintendent will receive the following paid Holidays: New Year's Day, Labor Day, Christmas Day, Good Friday, Memorial Day, July 4th, Thanksgiving Day, and the day following Thanksgiving Day.

6. Sick Leave:

a. Amount and Use. The Superintendent shall be allowed ten (10) working days of sick leave each contract year all exclusive of Saturdays, Sundays, and legal holidays. If the Superintendent has been absent less than ten (10) days for illness during the contract year the difference between sick leave utilized in a contract year and the ten days available may be accumulated up to a total accumulation of ninety days. Up to a maximum of ninety (90) days can be utilized for Sick Leave during one contract year.

b. Donated Sick Leave: The Superintendent is eligible to ask for up to thirty-five (35) days of Donated Sick Leave from Certified Staff. The Superintendent may accept up to thirty-five (35) days of donated Sick Leave one time in a "rolling calendar" year starting from the first three consecutive days of illness. The superintendent is only eligible for this donated sick leave if his other sick leave is exhausted.

c. Availability. Sick leave is a paid work day when the Superintendent may be absent from duties. Sick days are only available when the Superintendent is currently employed by the School District and the Superintendent is unable to perform assigned duties due to the illness or temporary disability of the Superintendent or due to the Superintendent needing to care for a member of the Superintendent's immediate family who is ill or has a serious health condition. Immediate family shall mean "Family and Extended Family" as defined in the Certified Handbook.

d. Carry-over and Accumulation. Unused sick leave may be carried over from one leave year to the next succeeding leave year or years. The maximum that may be accumulated is ninety (90) days.

e. Unused Days. There shall be no pay for unused sick leave either during or upon ending of employment.

7. Personal Leave.

a. Annual Allotment of Personal Days: For the initial contract, 3 personal days are earned by the Superintendent on the first day of the contract. For subsequent contract years, unused personal days from the previous contract year, less one (1) unused personal day banked per subparagraph b. below, will be carried over to the following contract year. On the first day of subsequent contract years, the annual allotment of personal days earned will be the number of unused personal days from the previous year (less 1 banked day per subparagraph b. below) plus the number of additional personal days necessary to replenish the allotment to the sum of three (3) days.

b. Accumulation of a Bank of Personal Days: The Superintendent may accumulate a bank of unused personal days. The Superintendent may bank up to 1 unused personal day per year. The maximum number of unused personal days that can be accumulated in a bank is 1 day. The banked personal day can be used during any contract year.

c. Total Number of Personal Days: The total number of personal days the Superintendent has on the first day of each contract year is the number of annual allotment days plus the number of banked days.

8. Bereavement Leave. The Superintendent is entitled to Bereavement Leave as defined in the Certified Employee Handbook.

9. Vacation, Sick, Professional and Personal Leave Reporting. The Superintendent shall use the i-vision system to record all vacation, sick, professional and personal leave.

B. Fringe Benefit Stipend: The School District shall pay to the Superintendent each Contract Year a fringe benefit stipend in the amount of [Insert Dollar Amount] (\$0.00). The Superintendent shall be eligible to purchase health and dental insurance or through the School District's Section 125 Plan.

C. Meetings and Dues: The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. The Board may pay dues for professional organizations suitable for the Superintendent's position upon the Superintendent's request, and shall pay dues for the Superintendent's membership in the American Association of School Administrators and Nebraska Council of School Administrators.

D. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel.

E. 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, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District.

#### **IV. Duties.**

A. Specification of Duties. The Superintendent shall perform the duties of Superintendent as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The duties as prescribed in the Board of Education Policies shall not be substantially changed during this Contract without the consent of the Superintendent by an amendment to this Contract. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in the Board of Education Policies. In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

B. Use of Time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional activities. Should the Superintendent provide services to other school districts or in undertake consultative work, speaking engagements, writing, lecturing or other professional activities, the Superintendent shall utilize his/ her personal vacation time for such purposes, and hold the School District harmless thereon.

C. Performance of Duties. In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional

ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

**V. 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 Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. 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.

**VI. Evaluation of the Superintendent.** The Superintendent shall be evaluated once each contract years and of any Extended Term, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

**VII. Contract Cancellation.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein then the Superintendent may be discharged and this contract canceled in accordance with applicable law, including, but not limited to, the following reasons: to-wit: (1) becoming legally disqualified to perform as a superintendent or elementary principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Intent to Extend by the required date of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties;. Suspension or other disciplinary action may be enforced in accordance with applicable law.

Upon lawful cancellation 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 cancellation bears to the twelve months in the annual salary period in which cancellation occurs. Any portion of the salary paid, but not earned, prior to the date of cancellation of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, cancel this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

**VIII. Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

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 remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

**IX. Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

**X. Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. 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.

Buffalo County School District 10-0007, a/k/a Kearney Public School District	Dr. Kent Edward, Superintendent of Schools
Date this ___ day of January, 2019.	Date this ___ day of January, 2019.
_____, President, Board of Education	_____ Dr. Kent Edwards