

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

THIS CONTRACT is made by and between the Board of Education of the Osceola School District No. 19, located in Polk County in the State of Nebraska, hereinafter referred to as the "Board" and Steven A. Rinehart, 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 February 12th, 2018, the Board hereby agrees to employ the Superintendent and the Superintendent agrees to accept such employment as Superintendent of the Osceola Public Schools, District No. 19, 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 July 1, 2018 and ending June 30, 2020. References in this Contract to "contract year" shall mean the period of July 1 to June 30. Each year of this agreement shall consist of 225 days of service per year.

Section 2. Salary: In consideration of an annual salary of one hundred twenty-nine thousand five hundred dollars (\$129,500) to be paid for the first year of the contract, the Superintendent agrees to faithfully perform duties of Superintendent 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. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

The Board retains the right to adjust the Superintendent's annual salary upward during the term of this contract, as an amendment hereto, without such adjustment constituting a new or extending the length of this contract. The Superintendent's salary shall not be reduced during the term of this contract.

The annual salary for the second and any subsequent year of this contract will be set by the Board in or prior to the month of January preceding the second and any subsequent contract year. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent.

Section 3. 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 in the State of Nebraska, which certificate shall be registered as required by law.

Section 4. Superintendent's Duties: The duties of the Superintendent shall be as prescribed for the position of Superintendent for Osceola Public Schools, District No. 19, in the Board of Education Policy Manual, which duties are incorporated by reference into this Contract

as if set forth verbatim herein. The duties as prescribed in the Board of Education Policy Manual shall not be substantially changed during this Contract without the consent of the Administrator by an amendment to this Contract. 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 Policy Manual.

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. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent throughout the term of this contract; provided, however, the Superintendent with the approval of the Board of Education, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Section 5. 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.

Section 6. Evaluation of the Superintendent: The Superintendent shall be evaluated at least once each contract year and may be evaluated more frequently in the discretion of the Board. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a written 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.

Section 7. Contract Cancellation and Discharge: Throughout the term of this contract the Superintendent may be discharged if he materially breaches any provision of this contract, or performs any act which substantially inhibits his ability to discharge his duties as Superintendent, including but not limited to (a) incompetence, (b) immorality, (c) cruelty, (d) conviction of a felony, (e) neglect of duty, (f) general neglect of the business of the District, (g) unprofessional conduct, and (h) physical or mental incapacity. The Board shall not act arbitrarily or capriciously in calling for discharge of the Superintendent. In all matters concerning the discharge of the Superintendent, the Statutes of the State of Nebraska covering such discharge shall be followed.

Section 8. Disability: 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 his duties by reason of illness, accident or other disability beyond his control, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such a nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board may in its discretion terminate 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 of the Internal Revenue Service allowable rate per mile in effect at the time of such travel.

Section 10. Vacation, Personal and Sick Leave: Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

- a. Vacation. The Superintendent will be allowed 22 working days annually of vacation leave each contract year. Vacation may be used in a manner and at times selected by the Superintendent, provided that vacation not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
- b. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be 22 days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available.
- c. Personal Leave. The Superintendent will be allowed 5 days of personal leave during each contract year. There is no carry-over or accumulation of unused personal leave from one contract year to another contract year. Upon ending employment, unused personal days will not be paid except to the extent required by law.
- d. Sick Leave. The Superintendent shall be entitled to 12 working days of sick leave during each contract year.
- e. Carry-over and Accumulation of Sick Days. The Superintendent may accumulate such sick days as are not used to a maximum of 45 days. Once the maximum is accumulated, no unused sick days will carry-over to a succeeding contract year until the accumulated number of days is less than 45, and then only to the extent

necessary to restore the total number of available sick leave accumulation to the maximum of 45 days. Should the Superintendent, as of the last day of their contract, accumulate more than thirty-five (35) unused sick leave days, the Superintendent will be entitled to, on July 15th immediately following the end of contract, to turn back to the school district any unused sick days in excess of thirty-five (35) days, and shall be paid by the School district twenty-five dollars (\$25.00) for each day the Superintendent is entitled to. Such payment will be made with the August paycheck. Upon ending employment, unused sick days will not be paid.

- f. Holidays. For the purpose of this section, the term “working days” shall not include any Saturday, Sunday or legal holiday. It is understood, however, that the Superintendent’s duties may require that he work on such days.
- g. Log. The Superintendent shall maintain a current log of used vacation, personal and sick leave days with the Superintendent’s secretary. The log shall be available for review by the Board at such times as the Board or members of the Board request.

Section 11. Professional Development: The Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state and national levels. The expenses of such attendance shall be paid by the District. Expenses and attendance at national meetings will be coordinated with the Board. The Superintendent may attend a national convention every third year of employment.

Section 12. Fringe Benefits: The Superintendent shall receive all fringe benefits of employment which are granted other certificated employees of the District, provided he meets the conditions and eligibility requirements for such benefits, and provided that benefits that are provided for herein be limited to the terms and conditions provided herein. In addition to said fringe benefits, the District shall provide the Superintendent with the following benefits:

- a. Dues. The District will pay the Superintendent’s annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent’s position upon the Superintendent’s request.
- b. Dental Insurance. The District will pay the cost of dental insurance for the Superintendent, his spouse and children.
- c. Health Insurance. The District will pay the cost of health insurance for the Superintendent, his spouse and children.
- d. Term Life Insurance. The District shall pay for and provide the Superintendent with a \$25,000 life insurance policy.
- 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 and the District is not in an adverse position in the legal

proceedings.

- f. Moving Expenses. In the first contract year, the District will pay for the Superintendent's reasonable moving expenses for the Superintendent's move to the District, up to a maximum of \$2,500, upon submission of paid receipts or invoices for such expenses.

Section 13. No Penalty for Release or Resignation: There shall be no penalty for release or resignation by the Superintendent from this Contract provided: (1) no resignation shall become effective until expiration of the remaining term of the Contract unless the Board and the Superintendent agree upon an earlier effective date and provided further that (2) the Board shall release the Superintendent without penalty at the end of any contract year on the condition that the Superintendent has given written notice to the Secretary of the Board no later than February 1 of such contract year.

Section 14. 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.

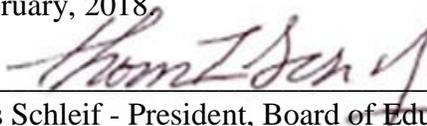
Section 15. Governing Laws: The parties shall be governed by all applicable state and federal laws, rules and regulations in performance of their respective duties and obligations under this contract. This Contract is subject to provisions of the School Employees' Retirement Act.

Section 16. 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 17. 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 date indicated below.

Executed by the Board on the 12<sup>th</sup> day of February, 2018.

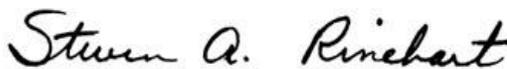


Thomas Schleif - President, Board of Education



Mike Neujahr – Vice President, Board of Education

Executed by the Superintendent on the 12<sup>th</sup> day of February, 2018.



Steven A. Rinehart, Superintendent