

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT HARVARD PUBLIC SCHOOLS**

**THIS CONTRACT** is made by and between the Board of Education of Harvard Public Schools, legally known as Clay County School District 18-0011, and referred to as "the Board" and "the school district" respectively, and Michael Derr, 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 three years beginning on July 1, 2022, and expiring on June 30, 2025. References to "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup> and shall consist of all days except Saturdays, Sundays, and legal holidays.

**Section 2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before the 5th day of January, 2023, of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one year from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision on or before November 1, 2022 and on or before November 1<sup>st</sup> of any succeeding year of employment.

**Section 3. Salary.** The Superintendent's salary for the 2022-23 contract year shall be \$142,714 which shall be paid in 12 equal monthly installments beginning in the month of July 2022. 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. The salary increase for each successive year will be 1.5% with the understanding that there will be no mileage reimbursement requests granted.

**Section 4. 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 5. Superintendent's Duties.** The Superintendent shall be employed as a .5 FTE superintendent and a .5 FTE media specialist which started in the 2018-19 school year. The district shall pay for all fees, classes, etc for the Superintendent to obtain the media specialist endorsement. 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 district.

**Section 6. 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 7. 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 8. 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 9. Transportation.** The Board shall provide the Superintendent with transportation required in the performance of official duties. If the Superintendent chooses to take his own vehicle, he understands fully that he does so at his own expense.

**Section 10. Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

- a. **Health Insurance.** Family health insurance paid by the district.
- b. **Dental Insurance.** Family dental insurance paid by the district.

- c. **Life Insurance.** Term life insurance in the face amount of \$300,000 for the superintendent.
- d. **Sick Leave.** The Superintendent shall be entitled to 12 days of sick leave per year which may accumulate to a total of 52 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.
- e. **Vacation.** The Board shall give the Superintendent 20 vacation days for the 2022-23 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. During any subsequent year, the Board shall give the Superintendent up to 20 days to bring his total accumulation to no more than 20 days. For example, if the Superintendent uses 12 days of vacation one year, the board will provide him with 12 days of vacation for the following year to bring his total to 20 days. The Superintendent shall notify the board president prior to taking vacation days and shall collaborate with the district's bookkeeper to develop a system for recording his use of vacation days and shall keep such records current and on file in the district's central office. The reasons for taking vacation days are at the Superintendent's discretion including any absence related to sick leave descriptions. Annually, at the Board's regularly scheduled August meeting, and at other times upon the Board's request, the Superintendent shall report to the Board on the number of vacation days he has used and the number of days that remain accrued. The Board may require the Superintendent to use his vacation days. If the Superintendent has agreed to a contract for the following year, he may use at most 5 of the current year's vacation days in July following the current contract.
- f. **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.
- g. **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.
- h. **Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the professional organizations which the board approves annually.
- i. **Professional Publications.** The school district will pay annual subscription fees for publications which board approves annually.

- j. **Laptop.** The school district shall provide the Superintendent with a laptop computer that may be used for professional and personal purposes. The superintendent acknowledges that any personal use of the computer is to be reported as compensation in accordance with the Internal Revenue Code of 1986, as amended. The Superintendent shall be responsible for payment of income taxes related to personal use of the computer, if any.
- k. **Cell Phone.** The School District shall provide to the Superintendent either a monthly stipend of \$50 to reimburse Superintendent for the cost of a cellular phone and mobile service plan or the district will provide the Superintendent with a cellular phone at school district expense. In the event the district provides the Superintendent with a phone, the Superintendent shall be permitted to use the cellular phone for personal calls, so long as these calls are reasonable in number and length and do not cause the school district to exceed the number of minutes allowed to the school district in its contract with the cellular phone service provider. In the event that the Superintendent's personal calls do cause the school district to exceed the minutes provided for in its cellular phone contract, the school district is authorized to deduct the cost of the overage from the Superintendent's next regular paycheck.
- l. **Vacation days used for work purposes.** The Superintendent may at his discretion and upon notification to Board President work on up to 7 days of Vacation leave and receive his daily salary for such work. This clause shall be in force starting with 2017-18 school year and remain in effect each subsequent year of this contract. The Superintendent shall report on these days to the board at August meeting following their use.

**Section 11. 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 12. Superintendent's Residence.** The Superintendent shall reside within the boundaries of the District during his term of employment.

**Section 13. 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 14. 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 months or fraction thereof to the date of such termination bears to the 12 months 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. He shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment. The

Superintendent shall not be entitled to any reimbursement for unused sick leave either during the term of this contract or at its conclusion.

**Section 15. Evaluation.** The Board shall evaluate the Superintendent at least once each year. 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~~ a copy of the evaluation instrument to be used.

**Section 16. 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 17. 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 18. 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 19. Amendments to be in Writing.** This contract may be modified or amended only by writing duly authorized and executed by Superintendent and Board.

**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 16th day of December, 2021.

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President, Board of Education

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Secretary, Board of Education

Executed by the Superintendent this 16th day of December, 2021.

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Superintendent