

# SUPERINTENDENT CONTRACT

## 2019-2020

This contract is made by and between the Board of Education of Arcadia Public Schools, District No. 21, located in Valley County in the State of Nebraska, hereinafter called the "Board" and Michael J. Williams, hereinafter referred to as the "Superintendent".

**WITNESSETH:** That the Board, in accordance with action by the Board at its meeting held on the 8<sup>th</sup> day of April, 2019 and recorded in the minutes, hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment subject to the following terms and conditions:

**1. TERM.** The Superintendent shall be employed for a period of 12 months beginning on the 1<sup>st</sup> day of July, 2019, and ending on the 30<sup>th</sup> day of June, 2020.

**2. SALARY.** In consideration of an annual salary of \$ 100,000.00 for 2019-2020 year and salary for 2020-2021 negotiable and of further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully the duties of Superintendent in and for the District as prescribed by the laws of the State of Nebraska and by the rules and the regulations promulgated by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board hereunder. Said 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. The salary shall be subject to the regulations and requirements governing deductions from compensation to be paid the Superintendent with reference to withholding tax, Social Security, teacher's retirement and other deductions authorized by law. First installment will be issued on July 20, 2019.

**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 terms provided in this contract. The Superintendent further affirms that throughout the term of this Contract he will hold all appropriate certificates necessary to act as a Superintendent in the public schools of the State of Nebraska and that such certification shall be registered in the office of the district superintendent as required by law.

**4. SUPERINTENDENT'S DUTIES.** The duties of the Superintendent shall be as prescribed for the position of Superintendent in the policies of the Board of Education of Arcadia Public Schools, and any other policies, which may be later promulgated. Such duties shall be performed in accordance with standards and goals established by the Board. The Superintendent agrees to devote his time, skill, labor, and attention to his duties as Superintendent throughout the term of this Contract. The Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

**5. DISCHARGE.** Throughout the term of this contract the Superintendent may be discharged if he materially breaches any provision of the 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) intemperance, (d) cruelty, (e) conviction of a felony, (f) neglect of duty, (g) general neglect of the business of the District, (h) unprofessional conduct, and (i) physical or mental incapacity.

**6. DISABILITY.** Should the Superintendent be unable to perform his duties by reason of illness, accident or other disability beyond his control, and if such disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible 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 the District.

7. **FRINGE BENEFITS.** The Superintendent shall be entitled to participate in the benefits provided to the certified and in addition thereto the following fringe benefits:

- A. Medical, Dental and Long-Term Disability Insurance: The district shall during the term of this Agreement provide the Administrator with family coverage for medical, single coverage for dental, long-term disability insurance and \$10,000 Life Insurance policy on the same terms as provided to employees under the negotiated agreement.
- B. Leaves: The Administrator shall be entitled to 25 "Anytime" Personal Leave days. Personal Leave days are not cumulative.
- C. Professional Dues/Development: The District shall pay the dues of the Superintendent for appropriate local, state and national professional organizations. The District shall pay for all in-state conferences attended at the discretion of the Superintendent.
- D. School Retirement through Nebraska Public Employees Retirement System.
- E. Cell Phone Allowance at \$960.00 (\$80/month)

8. **NO PENALTY FOR RELEASE OR RESIGNATION.** There shall be no penalty for release or resignation by the employee 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.

9. **COMPENSATION UPON TERMINATION.** Upon lawful termination of the 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 to the date of termination of this contract shall be refunded by the employee.

10. **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.

11. **AMENDMENTS TO BE IN WRITING.** This contract may be modified or amended only by a writing duly authorized and executed by the District Board of Education.

12. **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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**President, Board of Education**

\_\_\_\_\_  
**Secretary, Board of Education**

Executed by the Superintendent this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
**Superintendent Signature**