

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of Morrill County School District No. 62-0021, commonly known as Bayard Public Schools, hereinafter referred to as “the Board” and “the District” respectively and Travis Miller 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 December 19, 2016, 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. Terms of Contract:

- A. Term: This Contract is for a term of three (3) years, beginning on July 1, 2017 and expiring on June 30, 2020.
- B. Contract Year: A “contract year” for purposes of this Contract shall be from July 1 to June 30 and consist of 260 work days.
- C. Automatic Extension. Beginning on July 1, 2018, and on each subsequent July 1 during the term of this Contract, the contract term shall be automatically extended for one additional contract year unless on or before April 15 prior to an automatic extension, the Board notifies the Superintendent of the Board’s intent not to extend the Contract for an additional year or the Superintendent notifies the Board of his intent not to extend the Contract for an additional year. In the event of such notice, the Contract term shall expire at the end of the then existing 3 year term.

II. Salary:

- A. Salary: The Superintendent’s annual salary for the contract year of July 1, 2017 through June 30, 2018 shall be \$135,200.00. The Board and Superintendent agree to negotiate in good faith adjustments to the annual salary for each contract year thereafter, provided that, if the Board and Superintendent cannot agree on an annual salary for any contract year, then the annual salary shall remain the same as the then current salary.
- B. Payment of Salary and Adjustments: The first annual salary installment shall be paid on July 20, 2017, and each subsequent installment shall be paid on or before the twentieth (20) day of each month thereafter during the term of this Contract.

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, Medicare, and state or federal unemployment contributions.

C. Salary Negotiations: In addition to the annual salary negotiation as set forth above, the parties agree to renegotiate the Superintendent's salary in good faith during the term if the Superintendent's duties and responsibilities change significantly for reasons including but not limited to the District contracting the Superintendent's services to another district or the restructuring or reorganization of the District.

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

A. Leave Benefits:

1. Vacation – Amount and Use:

The Superintendent shall be allowed up to twenty (20) working days of vacation leave each contract year exclusive of Saturdays, Sundays, and legal holidays, subject to the maximum accrual limit of twenty-five (25) total days of vacation leave. Accumulated vacation leave days can be carried over from one contract year to the following contract year. At the beginning of each contract year, the Superintendent shall be allowed the lesser of (a) twenty (20) days of vacation leave and (b) the number of vacation leave days that will bring the Superintendent's total amount of accumulated vacation leave to twenty-five (25) days. Vacation leave is inclusive of all of the Superintendent's paid time off, including use for purposes of personal vacation and all other personal leave other than sick leave. It is understood, however, that the Superintendent may from time to time be required to perform duties on Saturdays, Sundays, and legal holidays. Vacation days are to be used in a manner and at times selected by the Superintendent; provided that the Superintendent shall make reasonable efforts to not schedule leaves which would cause the Superintendent to miss meetings of the Board or important school functions, and the Superintendent shall provide information such that the Superintendent may be contacted when necessary.

2. Holidays:

The Superintendent will receive the following paid holidays – Memorial Day, July 4th and days during the regular school year on which teachers do not work. The Superintendent shall be on duty on all week days except the foregoing holidays and days elected as vacation. It is understood, however, that the Superintendent may from time to time be required to perform duties on the foregoing holidays.

3. Sick Leave - Amount and Use:

The Superintendent shall have available ten (10) working days of sick leave each contract year all exclusive of Saturdays, Sundays, and legal holidays. Sick leave may only be used if (a) the Superintendent has an illness or injury which prevents the Superintendent from attending work, (b) an immediate family member of the Superintendent is sick or injured and the Superintendent must miss work to care for the immediate family member, or (c) bereavement purposes.

4. Sick Leave Accumulation:

Unused sick leave days may be carried over from one contract year to the next, subject to a maximum number of sixty (60) days of sick leave; provided, however, that sick leave is a benefit available to the Superintendent, and, as such, the Superintendent shall not be compensated for any accumulated sick leave existing upon the Superintendent's termination from employment with the District, for any reason.

5. Leave Log:

The Superintendent shall maintain a monthly vacation and sick leave log which shall be kept current and available for review by the Board President. The Board will review the leave log on a quarterly basis.

B. Health, Dental and LTD Insurance:

The Superintendent shall be provided long term disability insurance.

The Board offers, and the Superintendent shall have the right, during the term of this Contract to elect to receive, health insurance for him and his spouse and dependent children through the then-current District's group insurance plan (at the same level of coverage as teachers and full year classified staff receive). The Superintendent shall receive no compensation in lieu of making this election and any election may only be effective during an open enrollment period, whether the regular enrollment period under the plan or an enrollment period triggered by a qualifying event such as change in family status.

C. Section 125 Plan:

The Superintendent shall be permitted to participate in the District's Section 125 Plan.

D. Meetings and Dues.

The Superintendent shall attend appropriate professional meetings at the local and state 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 will pay the Superintendent's dues for the following organizations: Nebraska Council of School Administrators, American Association of School Administrators, Western Nebraska Administrators, and Nebraska Schoolmasters.

E. 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.

F. Tuition Reimbursement:

The District shall reimburse the Superintendent for up to 12 credit hours of graduate course tuition per contract year. To be reimbursed, the Superintendent must submit to the Board transcripts verifying the Superintendent's successful completion of the course(s) for which the Superintendent is seeking reimbursement. If the Superintendent is released from this Contract during its term, upon the request of the Superintendent, then the Superintendent shall reimburse the District for all amounts paid to the Superintendent under this section.

G. Other Benefits:

The Superintendent shall be provided all other benefits available to teachers which are not specifically provided for in this Agreement.

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 Superintendent shall perform other duties as the Board may assign from time to time without further remuneration than what is already provided in this Contract. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board, except as specifically set forth in the Board Policy.

B. Use of Time:

The Superintendent agrees to devote full time to the assigned duties. With the advance permission of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional activities, provided that such activities do not interfere with Superintendent's duties, obligations and representations set forth in this Contract. Should the Superintendent provide services to other school districts or 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. The Superintendent shall, in all respects, 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. District Residence:

The Superintendent is required to live within the Bayard School District at all times during employment.

VI. 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 will propose 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, 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 Board or Superintendent for action, study or recommendation, as appropriate.

VII. Evaluation of the Superintendent:

The Superintendent shall be evaluated not less than once during each contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

VIII. Contract Termination:

A. Cancellation:

The Board may cancel this Contract during its term for any of the following reasons: (1) the Superintendent violates any of the provisions of this Contract; (2) the Superintendent performs any act or does anything which is materially harmful to the District; (3) the Superintendent becomes legally disqualified to perform as a superintendent in the State of Nebraska; (4) the Superintendent participates in any fraud; (5) the Superintendent causes any intentional damage to property; (6) the Superintendent engages in an unlawful act; (7) any representations by the

Superintendent in this Contract are determined to be false or incorrect; and (8) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in 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 due hereunder shall be prorated based on the number of contract days actually worked by the Superintendent.

B. Non-Renewal:

The Board may elect to not renew this Contract and the end of the term for any reason it deems sufficient if such non-renewal is constitutionally permissible.

C. Payment Upon Termination:

The salary due to the Superintendent at the time of the Superintendent's termination of employment by the Board, for any reason, shall be reduced by any sums owing to the District by the Superintendent. Any additional amount owed to the District by the Superintendent shall be immediately due and payable by the Superintendent to the District.

IX. Representations and Legal Requirements:

The Superintendent affirms that (1) the Superintendent holds or will hold at the beginning of the term of the Contract 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; (2) the required certificate to perform the assigned duties will be registered with the District 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, the Superintendent will advise the Board immediately; (2) the 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 the Nebraska Administrative Code, Title 92, Chapter 21, Sections 003.12 through 003.14; 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.

X. 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.

XI. Amendment & 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.

Executed January 9, 2016 ⁷ *TM*

Superintendent:

By: 

Printed Name: Travis Miller

Executed January 9, 2016 ⁷ *KK*

Board of Education of Morrill County School District No. 62-0021, commonly known as Bayard Public Schools:

By: Kimberly Kildow
President

Attest: Cathy Applegate
Secretary