

CONTRACT OF EMPLOYMENT WITH ADMINISTRATOR

THIS CONTRACT is made by and between the Board of Education of the **Cass County School District 13-0032, a/k/a Louisville Public Schools**, hereinafter referred to as “the Board,” and **Andrew Farber** hereinafter referred to as “the Administrator.”

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the **8th day of February, 2021**. The Board hereby agrees to employ the Administrator, and the Administrator hereby agrees to accept such employment, on the following terms and conditions:

1. **Term of Contract.** This Contract is for a term of three (3) years, beginning on the 1st day of July 2021, and expiring on the 30th day of June 2024.
2. **Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before December 20, 2021 (and on December 20th of each year thereafter) 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 is responsible for reminding the Board of this provision by placing an agenda item regarding contract renewal on the agenda of the board’s regular December meeting. At the time of each contract renewal and/or amendment the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.
3. **Salary.** In consideration of an annual gross salary of **\$142,969.04**, to be paid in each of the two years of this contract, and of further agreements and considerations hereinafter stated, The Superintendent agrees to perform faithfully duties of the Superintendent of Schools in and for the District as prescribed by the laws of the State of Nebraska and by the rule and regulations promulgated by the Board thereunder. Annual net salary shall be paid in equal installments in accordance with the policy of the Board governing payment of the professional staff employees of the District. The Superintendent’s salary shall not be reduced during the term of this contract except for just and sufficient cause as authorized by law.
4. **Tuition Reimbursement.** The Superintendent agrees to take and complete college or university courses approved by the Board and that are necessary to obtain his Ph.D. or Ed.D in education. The Board shall reimburse the Superintendent for tuition and fees after the Superintendent submits evidence to the Board of the satisfactory completion of each such course and proof of payment. The Superintendent agrees to remain employed by the Board as a Superintendent for one additional contract year after the contract year in which the reimbursement payment is made. If the Superintendent fails to remain employed by the Board for any reason, voluntary or involuntary, for the additional contract year, he shall repay the Board an amount equal to any reimbursement payment made to him during the previous contract year.
5. **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 of Schools in the State of Nebraska.
6. **Superintendent’s Duties.** Subject to the approval of the Board, the Superintendent shall be responsible for organizing, reorganizing and arranging the administrative and supervisory

staff of the district in a manner which best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of his staff. The Superintendent shall be responsible for selecting, placing, and transferring personnel. He shall be responsible for initiating all personnel matters which require action by the Board, including making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, however, by agreement with Board, he may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

7. **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 parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to their attention to the Superintendent for action, study or recommendation, as appropriate.
8. **Cancellation or Mid-Term Amendment.** The Contract of the Superintendent may be cancelled or amended by a majority of the members of the School board during the term of the contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory Certificate or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; or (j) any other conduct or condition that substantially interferes with the continued performance of the superintendent's duties. The procedures for cancellation during the term of the contract shall be in accordance with the applicable *Nebraska Revised Statutes*.
9. **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.
10. **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 state reimbursement rate.
11. **Fringe Benefits.**

Health Insurance. The Board shall provide to the Superintendent family health insurance which is equivalent or superior to Educator's Health Alliance/Blue Cross/Blue Shield, full family \$650 deductible.

Dental Insurance. The Board shall provide to the Superintendent full family dental insurance which is equivalent or superior to the Educator's Health Alliance dental plan.

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.

Sick Leave. The Superintendent shall have ten (10) days of paid sick leave for each Contract Year. Sick leave days may be used by the Superintendent on days which the Superintendent is unable to perform his duties because he is sick. Unused sick leave may be carried over from Contract Year to Contract Year. If the Superintendent carries forward any sick leave days to any Contract Year, the number of sick leave days he shall be awarded in such contract year shall be the lesser of (a) twenty (20) days and (b) the number of days which will bring the Superintendent's accumulated unused sick leave days to twenty (20). In no case shall the Superintendent accumulate more than twenty (20) days of unused sick leave. The Superintendent shall maintain, and keep current, a record of his sick leave which the Superintendent shall make available to the Board at the July Board meeting of each year during the term of this Contract and upon the Board's request.

Bereavement Leave. The Superintendent shall have two (2) days of paid leave each contract year for absences necessitated by the death of a family member. The Superintendent shall be allowed to use up to three (3) days of sick leave for additional bereavement leave if needed.

Vacation Leave. The Superintendent may be awarded up to thirty (30) days of paid personal leave for each Contract year. Personal leave days may be used at the Superintendent's sole discretion, provided that he makes reasonable efforts not to use them when such use would interfere with his ability to attend the Board's meetings. Unused personal leave may be carried over from Contract Year to Contract Year. If the Superintendent carries forward any personal leave days to any Contract Year, the number of personal leave days he shall be awarded in such Contract Year shall be the lesser of (a) thirty (30) days and (b) the number of days which will bring the Superintendent's accumulated unused personal leave days to thirty (30) days of unused personal leave. The Superintendent shall keep a current record of his personal leave which he shall provide to the Board at its July regular Board meeting each year and upon the Board's request.

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.

Professional Dues. The school district will pay the annual dues for the Superintendent's membership in the professional organizations which the board approves annually.

Professional Publications. The school district will pay the annual subscription fees for the publications which the board approves annually.

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 the payment of income taxes related to the personal use of the computer, if any.



Cell Phone. The School District shall provide to the Superintendent either a monthly stipend of \$100 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.

12. **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.
13. **No Penalty for Release or Resignation.** 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 contract unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.
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.
15. **Evaluation.** The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. 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 evaluation instrument to be used.
16. **Legal Actions.** If any legal action, including but not limited to a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's good faith performance of his duties for the Board, the Board shall pay the expenses of defending such legal action to the maximum extent permitted by law. Notwithstanding anything herein to the contrary, this section shall not apply to legal actions, including, but not limited to professional practice complaints, initiated by the Board against the Superintendent.
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.
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.

- 19. **Amendments in Writing.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.
- 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 enforceability of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education, or to the Office of the Superintendent of the District on or before March 1st, 2021, shall constitute a rejection by the Administrator of the offer of employment.

<p>Executed this <u>9</u> day of <u>Feb</u>, 2021.</p> <div style="text-align: center; margin-top: 10px;">  </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Administrator</p>	<p>Executed this <u>8</u> day of <u>February</u>, 2021</p> <p>Board of Education of Cass County School Dist, 13-0032, a/k/a Louisville Public Schools</p> <p>By: _____ President</p> <p>Attest: <u></u> Secretary</p>
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