

**PK-12 Principal Contract
2019-2020 School Year**

THIS CONTRACT is made and entered into this _____ day of January 2019, between Howard County School Districts No. 0103 also known as the Elba Public School (hereinafter referred to as "the District") and **Annicc Marlow**, (hereinafter referred to as "PK-12 Principal ").

WITNESSTH:

WHEREAS, the Principal is desirous of serving as Principal of the District and performing all duties required by that office; and

WHEREAS, the District is desirous of securing and PK-12 Principal to carry out supervisory and other educational duties of the District under the general supervision of the District's Superintendent of Schools; and

WHEREAS, the District and PK-12 Principal believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools and is required by Neb. Rev. Stat. #79-817.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the District hereby employs the Principal of schools in and for said District, and the Principal hereby accepts such employment upon the terms and conditions following:

1. **TERM.** The District hereby employs the PK-12 Principal for a period of one (1) year, beginning on the first day of August 2019, and terminating on July 31, 2020. The duties of the PK-12 Principal under this contract shall consist of 220 days of service.
2. **HOLIDAYS.** The following days will be considered holidays for days of service purposes, and will be days off that will be counted as days of service towards the 220 days of service if they fall on a weekday (Monday-Friday): July 4th, Labor Day, Thanksgiving, December 24-26th, December 31st – January 2nd, Memorial Day.
3. **SICK LEAVE.** The Principal shall be entitled to 8 sick leave days per year, which shall not accumulate from year to year.
4. **SALARY.** The Principal shall be paid \$80,028 payable in twelve (12) equal installments beginning on the 15th day of September 2019, and the remaining installments shall be payable on the 15th day of each month thereafter. The salary shall be subject to the regulations and requirements governing deductions from compensation to be paid the PK-12 Principal with reference to withholding tax, Social Security, teachers' retirement and other deductions authorized by law.
5. **DUTIES.** As PK-12 Principal of the District, the PK-12 Principal shall perform the duties of a District K-12 Principal as prescribed by the laws of the State of Nebraska and, in accordance with such reasonable and lawful directives as the Board of Education or the Superintendent of Schools may make, not inconsistent with this Contract. The PK-12 Principal shall devote such time, skill, labor and attention to the operations of the District as is consistent with a full-time contract.

6. NEBRASKA ADMINISTRATIVE AND SUPERVISORY CERTIFICATE. The PK-12 Principal hereby affirms that he/she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this contract. The PK-12 Principal affirms that at the beginning of the term of this contract, he/she holds or will hold a valid **Nebraska Administrative and Supervisory Certificate** valid for the position of PK-12 Principal of Schools which is or will be in full force and effect for the period covered by this contract. It is understood and agreed that this contract is not valid until the Administrative Certificate, as herein listed, is registered as required by Neb Rev, Stat # 79-804, and the Administrator shall not be compensated for any services performed prior to the date of registration of this certificate. The PK-12 Principal shall maintain throughout the life of this contract a valid and appropriate certificate to act as PK-12 Principal of Schools as required by the State of Nebraska. Should the PK-12 Principal fail to maintain such a certificate in good standing, the District may seek any appropriate remedy under this Contract, including termination of this Contract without recourse.
7. EVALUATION. It is understood by and between the parties that the PK-12 Principal is entitled pursuant to Nebraska law, to be evaluated once each semester during probationary employment. The Superintendent and the PK-12 Principal shall meet for the purpose of evaluation of the performance of the PK-12 Principal and expressing recommendations and observations on how such performance may be improved no later than December and February during the first year of employment and no later than February each year thereafter. The PK-12 Principal shall be evaluated on job performance, and the PK-12 Principal's professional goals as set by the Superintendent of Schools.
8. FRINGE BENEFITS. It is understood by and between the parties that the PK-12 Principal shall be entitled to receive the same fringe benefits as are provided by the Negotiated Agreement of the District for other certificated employees. However, notwithstanding any provision in the Negotiated Agreement to the contrary, the PK-12 Principal shall be entitled to a policy of family medical and dental insurance throughout the course of employment.
9. EXPENSES. The District shall reimburse the PK-12 Principal according to District policy for incidental expenses necessary for the operation of the District.
10. TERMINATION OF EMPLOYMENT CONTRACT. Except as provided herein, this contract may be canceled, not renewed, terminated, or amended by a vote of a majority of the Board of Education pursuant to procedures described by applicable state grounds that constitute just cause as described by Neb. Rev. Stat. #79-827, as well as; (a) causing any intentional damage to property; (b) conviction of a felony; or (c) general neglect of the business of the school.

There shall be no penalty for release or resignation by the PK-12 Principal from this contract; provided no resignation shall become effective until the close of the contract period unless accepted by the Board of Education of the District, and the Board shall fix the time at which the resignation is to take effect.

Should the PK-12 Principal be unable to perform the duties of this position because of illness, accident or other causes, the District may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations of the parties shall terminate.

11. APPLICABLE LAW. This Contract is subject to all applicable laws of the State of Nebraska.

12. NOTICES. Any notices that are required under the terms of this Contract shall be first class mailed or hand-delivered to the parties at the following addresses:

District
Elba Public School
711 Caroline St. PO Box 100
Elba, NE 68835-0100

PK-12 Principal
Annice Marlow
PO Box 72
Scotia, NE 68875

13. SEVERABILITY. If any provision of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining provisions of this Contract.
14. COUNTERPARTS. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be and constitute one and the same instrument.
15. IN WITNESS WHEREOF. The District, pursuant to the authority of its Board of Directors, has caused two originals of this Contract to be signed in the name of the District by the President of the School Board, and the PK-12 Principal has hereunder offices his/her hand and seal the day and year hereinabove mentioned.

Howard County School District No. 0103
A/k/a the Elba Public School

By Robyn D. Dvoracek Date 3-25-19
President, Board of Education

By Annice R. Marlow Date 3-18-19
PK-12 Principal