

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of the **Howard County School District 0103, a/k/a Elba Public Schools**, hereinafter referred to as "the Board," and Allison E. Pritchard, hereinafter referred to as "the .49 Superintendent/.51 Elementary Principal." This contract supercedes all prior employment agreements between the parties.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 12th day of April, 2021, the Board hereby agrees to employ the Superintendent/Elementary Principal, and the Superintendent/Elementary Principal hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for the third year of a three-year contract beginning on the 1st day of July, 2023, and expiring on the 30th day of June, 2024. References in this Contract to "contract year" shall mean the period of July 1 to June 30. Each year of this agreement shall consist of 235 days of service.

2. Salary. The Superintendent/Elementary Principal's annual salary for the 2023-2024 contract year shall be \$127,500.

The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent/Elementary Principal is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent/Elementary Principal shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The Board reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

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

- A. Leave Benefits. Paid leave is available to the Superintendent/Elementary Principal when the following specific conditions are met: (1) the Superintendent/Elementary Principal is currently employed by the District and (2) the paid leave day is taken on a day Superintendent/Principal Elementary would otherwise be expected to be at work.

1. Vacation. The Superintendent/Elementary Principal shall be allowed twenty working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Superintendent/Principal's attendance at regularly scheduled Board meetings or at times when the Superintendent/Principal's duties require the Superintendent/Principal's attendance at school (e.g., beginning and end periods of the school year).
 2. Carry-over and Accumulation of Vacation Days. Vacation is to be used during each contract year. Any unused vacation days when the superintendent leaves the district will be reimbursed \$100 (one hundred) dollars per day.
 3. Sick and Bereavement Leave. The Superintendent/Elementary Principal shall be allowed eight days of sick leave and bereavement leave each contract year.
 4. Carry-over and Accumulation of Sick and Bereavement Days. Unused sick leave and bereavement leave days may be carried over from one contract year to a succeeding contract year accumulating up to 35 days. There shall be no pay for unused sick leave during or upon ending of employment.
 5. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, New Years' Day, and Memorial Day.
 6. Log. The Superintendent/Elementary Principal shall prepare and present to the Board a protocol for use in recording the Superintendent/Elementary Principal's vacation, sick and bereavement leave days, and the Superintendent/Elementary Principal will report to the Board quarterly on the use of paid leave days. The Superintendent/Elementary Principal will maintain a current log of used vacation, sick and bereavement leave days with the Superintendent/Elementary Principal's secretary and report to the Board.
- B. Insurance. The Superintendent/Elementary Principal shall be provided group health insurance and dental insurance for which the Superintendent/Elementary Principal is qualified.
- C. Housing. The School District shall make a residence available to the Superintendent, her spouse, and children to live in during this term of this contract at no expense to the Superintendent. The Superintendent is responsible for all utilities, refuse removal, and similar expenses.
- D. Meetings and Dues. The Superintendent/Elementary Principal shall attend appropriate professional meetings at the local and state levels provided that such attendance does not interfere with the proper performance of Superintendent/Principal's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent/Elementary Principal's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent/Elementary Principal's position upon the Superintendent/Elementary Principal's request.
- E. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent/Elementary Principal's official duties, other than normal commuting, will be reimbursed at the rate set annually by the Board for District travel.

- F. Other Expenses. The District may pay or reimburse the Superintendent/Elementary Principal for reasonable expenses approved by the Board and incurred by the Superintendent/Elementary Principal in the performance of the Superintendent/Elementary Principal's duties under this Contract.
- G. Indemnification. The District shall defend, to the extent permitted by law, hold harmless and indemnify the Superintendent/Elementary Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent/Elementary Principal in the Superintendent/Elementary Principal's individual capacity, or in the Superintendent/Elementary Principal's official capacity as agent and employee of the District. This obligation excludes litigation or other proceedings regarding criminal matters. It is limited to circumstances when the Superintendent/Elementary Principal was acting in good faith regarding a matter that arose while the Superintendent/Elementary Principal was acting within the scope of the Superintendent/Elementary Principal's employment and to matters in which Board has the authority to provide liability insurance coverage under state law. In no case will individual board members be considered personally liable for indemnifying Superintendent/Elementary Principal against such demands, claims, suits, actions and legal proceeding.
- H. Other Benefits. The Superintendent/Elementary Principal may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent/Elementary Principal meets the conditions and eligibility requirements for such benefits.

4. Duties. The Superintendent/Elementary Principal is employed by the District as the Superintendent/Elementary Principal. The Superintendent/Elementary Principal shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board policies. The Superintendent/Elementary Principal shall be subject to such other duties as the Board may assign from time to time. The Superintendent/Elementary Principal agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent/Elementary Principal may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent/Elementary Principal shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent/Elementary Principal shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent/Elementary Principal's professional ability. Regular dependable in-person attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent/Elementary Principal's position.

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent/Elementary Principal shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent/Elementary Principal shall be responsible for development of 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/Elementary Principal shall have the authority to

act using the Superintendent/Elementary Principal's professional judgment and consistent with legal requirements; provided that the Superintendent/Elementary Principal 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 Superintendent/Elementary Principal for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Board shall evaluate the performance of the Superintendent/Elementary Principal one time in the 2021-2022 contract year. The evaluation in the 2021-2022, 2022-2023 and 2023-2024 contract year will be completed and sent to the board president by the end of January and presented to the superintendent/elementary principal at the February board meeting. The Superintendent/Elementary Principal shall be responsible for notifying the board members in writing at least 40 days prior to any deadline for an evaluation, reminding them of the Board's obligation to evaluate, and providing them with the required forms and any other appropriate forms.

7. Contract Termination. In the event the Superintendent/Elementary Principal violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent/Elementary Principal's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or elementary principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act harmful to the Superintendent/Elementary Principal's responsibility to serve as a role model; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or 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; then the Superintendent/Elementary Principal may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. 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 months remaining in the term of the Contract at the time termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent/Elementary Principal, shall be set off from sums due to the Superintendent/Elementary Principal and, if the sums owing to the District are in excess of the sums due the Superintendent/Elementary Principal, the amount owing shall be immediately refunded by the Superintendent/Elementary Principal.

8. Representations and Legal Requirements. The Superintendent/Elementary Principal affirms that: (1) the Superintendent/Elementary Principal holds or will hold 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 and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered 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/Elementary Principal shall not be compensated

for any services performed prior to the date of registration of this certificate; and (3) the Superintendent/Elementary Principal 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.



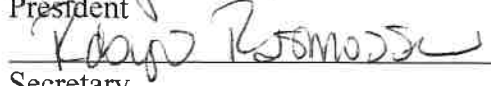
The Superintendent/Elementary Principal further warrants and represents as follows: (1) all information set forth in the Superintendent/Elementary Principal's application for employment and other information provided by the Superintendent/Elementary Principal in seeking employment are true and accurate, and if said information ceases to be true, Superintendent/Elementary Principal will advise the Board of Education immediately; (2) Superintendent/Elementary Principal 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 Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent/Elementary Principal 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/Elementary Principal 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.

9. 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.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent/Elementary Principal 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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before May 8th, 2023 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this 8th day of May, 2023.  Allison E. Pritchard, Superintendent/Elementary Principal	Executed this 8th day of May, 2023 Board of Education of Howard County School District 0103, a/k/a Elba Public Schools By:  President  Secretary
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