

# **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

## **OSMOND COMMUNITY SCHOOL**

### **2013 – 2014 & 2014 – 2015**

THIS CONTRACT is made by and between the Board of Education of Osmond Community Schools, legally known as Pierce County School District No. 70-0542, and referred to as "the Board" and "the school district" respectively, and David Hamm, referred to herein as "the Superintendent." The Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of two years beginning on July 1, 2013, and expiring on June 30, 2015. During each year, the Superintendent shall render at least 240 working days of service in the performance of his duties as Superintendent. The term "working days" shall not include any Saturday or Sunday. "Working days" shall include, but not be limited to, all days that school is in session for students or certificated employees, together with Christmas break, fall break, spring break, and any other Board-approved days when school is otherwise not in session. The Superintendent in coordination with the District business manager, shall keep complete and accurate records of his working days and shall provide the Board of Education with a report of his accumulated working days upon request.

**Section 2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before January 15 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 shall remind the Board in writing of this provision on or before November 1 of each year of employment.

**Section 3. Salary.** The Superintendent's salary for the 2013 - 2014 contract year shall be \$100,000.00, which shall be paid in 12 equal monthly installments beginning in the month of July 2013. The Superintendent's salary for the 2014 - 2015 contract year shall be \$105,000.00, which shall be paid in 12 equal monthly installments beginning in the month of July 2014. At the discretion of the Superintendent, the increase of \$5,000 over the 2013 – 2014 contract year may be placed in an annuity reducing the 2014 – 2015 salary to \$100,000.00. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Professional Status.** The Superintendent affirms that he is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate.

**Section 5. Superintendent's Duties.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote his time, skill, labor, and attention to his duties

throughout the contract term. He shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns him. By written agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

**Section 6. Board-Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He is responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

**Section 7. Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) intemperance; (k) conviction of a felony; or (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

**Section 8. 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 sixty (60) 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.

**Section 9. Transportation.** The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the current State of Nebraska mileage reimbursement rate.

**Section 10. Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

- a. **Health Insurance.** The Board will provide the Superintendent single health insurance pursuant to the board's group health insurance carrier, with the same deductible and other terms and conditions which is offered by the board to the teaching staff employed by the board of education.
- b. **Dental Insurance.** The Board will provide the Superintendent dental insurance pursuant to the board's group dental insurance carrier, with the same deductible and other terms and conditions which is offered by the board to the teaching staff employed by the board of education.

- c. **Life Insurance.** Term life insurance with a total death benefit of Ten-Thousand Dollars (\$10,000).
- d. **Annuity.** An annuity of \$18,000 each year, shall be paid by the district in twelve equal monthly installments.
- e. **Vacation Leave.** The Superintendent will be allowed 22 working days annually of vacation leave each contract year. Vacation leave may be used in a manner and at times selected by the Superintendent, provided vacation leave chosen does not interfere with the Superintendent's duties required by the Board of Education. Vacation leave should be used during each contract year and unused days will not carryover or accumulate unless used prior to start of school during next contract year. There will be no compensation for unused vacation leave at the end of each contract year.
- f. **Sick Leave.** The Superintendent shall be entitled to 10 days of sick leave per year which may accumulate to a total of forty five (45) days. If he qualifies for disability pay under the long term disability policy, he shall be required to take the disability pay instead of sick leave pay.
- g. **Disability Insurance.** The Board shall provide long-term disability insurance with the carrier of their choice which will pay 66% of the contracted salary.
- h. **Professional Development.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. He may attend appropriate professional meetings at the local, state, regional and national level. The Board will pay for valid expenses of attendance at these meetings provided that the Superintendent shall obtain Board approval in advance of any meeting at the national level.
- i. **Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the professional organizations which the board approves annually.
- j. **Professional Publications.** The school district will pay the annual subscription fees for the publications which the board approves annually.
- k. **Retirement.** The Nebraska School Employees Retirement Act applies to the Administrator's employment hereunder.

**Section 11. 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.

**Section 12. Superintendent's Residence.** The Superintendent shall reside within the boundaries of the District being served during his term of employment.

**Section 13. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 14. Compensation Upon Termination and Credit for Accrued Vacation.** 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 contract days or fraction thereof to the date of such

termination bears to the total contract days in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. The Superintendent shall not be entitled to any reimbursement for unused sick leave or vacation either during the term of this contract or at its conclusion.

**Section 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.

**Section 16. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

**Section 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.

**Section 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.

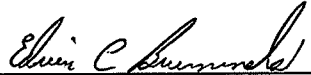
**Section 19. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

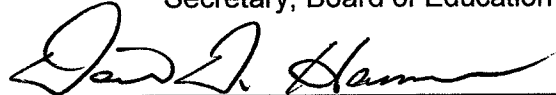
**Section 20. Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

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

Executed by the Board this 10th day of December, 2012

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

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

  
\_\_\_\_\_  
Executed by the Superintendent this 6th day of December, 2012

## Superintendent Pay Transparency Notice—Contract for David Hamm

After the 2014/15 school year, how many years remain on the contract:

1

The estimated costs to the district for the 2014/15 year and future years are listed below:

	2014/15 Base Pay, Additional Compensation	Future Base Pay, Additional Compensation & Benefits per	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00
<b>Compensation for activities outside of the regular salary:</b>			
• Extended contracts / Activities outside of regular salary			\$ -
• Bonus/Incentive/Performance Pay			\$ -
• Stipend			\$ -
• All other costs not mentioned above			\$ -
<b>Benefits and Payroll Costs Paid by district:</b>			
• Insurances (Health, Dental, Life, Long Term Disability)	\$ 6,650.00	6850	\$ 13,500.00
• Cafeteria Plan Stipend			\$ -
• Cash in lieu of insurance			\$ -
• Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u>			\$ -
• District's share of retirement, FICA and Medicare	\$ 17,527.00	\$ 17,527.00	\$ 35,054.00
• IRS value of housing allowance			\$ -
• IRS value of vehicle allowance			\$ -
• Additional leave day			\$ -
• Annuities	\$ 23,000.00	\$ 26,500.00	\$ 49,500.00
• Service credit purchase			\$ -
• Association / Membership dues	\$ 335.00	\$ 345.00	\$ 680.00
• Cell Phone/Internet reimbursement			\$ -
• Relocation reimbursement			\$ -
• Travel allowance/reimbursement	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
• Mileage Allowance			\$ -
• Educational tuition assistance			\$ -
• All other benefit costs not mentioned above			\$ -
<b>Totals:</b>	<b>\$ 150,012.00</b>	<b>\$ 153,722.00</b>	<b>\$ 303,734.00</b>