

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

OSMOND COMMUNITY SCHOOL

2022 – 2023

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 one year beginning on July 1, 2022 and expiring on June 30, 2023. 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. Salary. The Superintendent's salary for the 2022 – 2023 contract year shall be \$169,050. Salary shall be paid in 12 equal monthly installments beginning in the month of July 2022. 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 3. 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 4. 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 if they do not interfere with carrying out his duties and obligations to the school district.

Section 5. 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 6. 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 7. 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 8. Transportation. The Board shall provide the Superintendent with transportation required in the performance of his official duties but will not pay mileage for use of personal vehicle.

Section 9. Settlement Agreement. The board will pay the Superintendent a stipend at the end of this contract as prescribed by the attached 'Settlement Agreement and Release of Claims'.

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

- a. **Health Insurance.** The Superintendent is not provided health insurance under this contract.
- 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. **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.
- e. **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

SETTLEMENT AGREEMENT and RELEASE OF CLAIMS

This agreement is made by and between **David Hamm** (herein "Mr. Hamm") and the Board of Education of **Osmond Community Schools**, legally know as **Pierce County School District 70-0542** (herein the "Board" or "School District" respectively).

WITNESSETH:

WHEREAS, *Roseland v. Strategic Staff Management Inc.*, 272 Neb. 434 (2006) requires employers to pay an employee for unused vacation days when the employee terminates employment; and

WHEREAS, Mr. Hamm's previous Contracts of Employment with the School District through the 2021-22 school year contain provisions for annual vacation leave;

WHEREAS, the parties are entering into a new employment contract beginning July 1, 2022 and ending June 30, 2023;

WHEREAS, Mr. Hamm has accumulated vacation leave under the current previous employment contracts through the 2021-22 school year;

WHEREAS, the parties desire to resolve this matter now, and to execute this Settlement Agreement constituting a settlement and a release settling all claims regarding Mr. Hamm's entitlement to payment for unused vacation leave;

NOW, THEREFORE, in consideration of the agreements contained herein, the parties agree as set forth below.

1. Vacation Leave. Mr. Hamm was entitled to take vacation leave during his previous contracts through the 2021-22 school year but did not take all the vacation leave to which he was entitled. Mr. Hamm has or will have 132 days of accumulated vacation under his previous, current, and 2022-23 contracts.

2. Payment. The School District shall pay Mr. Hamm the sum of \$9,900 no later than June 30, **2023** in exchange for the 132 days of accumulated vacation under his previous, current, and 2022-23 employment contracts. All payments shall be reduced by legally required deductions including, but not necessarily limited to, state and federal income tax. Mr. Hamm consents to the withholding of such sums. Pursuant to Neb. Rev. Stat. § 79-902(4)(b), these sums shall **not** be considered "compensation" for purposes of the School Employees Retirement Act. This payment is in consideration for Mr. Hamm's waiver of claims and shall constitute the payment of all sums to which he is entitled for unused vacation leave through June 30, **2023**.

3. Release of Claims by Mr. Hamm. In consideration of the payment

specified in this Agreement, Mr. Hamm agrees that this Agreement settles the matter of his entitlement to be paid for vacation leave through June 30, 2023, and he releases the School District and its board members, employees, and administrators from all claims, demands and actions, related in any way to his entitlement to be paid for vacation days through June 30, 2023.

4. Release of Claims by School District. Subject to the terms and conditions set forth herein, the School District agrees to release Mr. Hamm from any and all claims or causes of action which it may have against him, arising from or related in any way to payment for vacation days through June 30, 2023.

5. Binding Nature of Agreement. This Agreement shall be forever binding on Mr. Hamm, his heirs, executors, administrators, and assigns.

6. No Admission of Liability. This Agreement is not to be construed as an admission of liability on the part of either party hereto.

7. Entirety of Agreement. This Agreement contains the entire agreement between the parties hereto, and its terms are contractual and not a mere recital.

8. Nebraska Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska. The parties agree that any dispute arising hereunder shall be submitted only to a state court or federal court of competent jurisdiction in Nebraska to whose jurisdiction the parties consent.

9. Construction of Agreement. Whenever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is determined to be invalid under applicable law, the remainder of the Agreement will continue to be valid, and the entire Agreement will continue to be valid in other jurisdictions.

10. Consultation with Legal Counsel. By his signature below, Mr. Hamm acknowledges that he has been advised in writing by this Agreement that he should consult with an attorney prior to executing this Agreement.

11. Acknowledgment of Understanding. By their respective signatures below, each party confirms having read this Agreement in full; being fully apprized of its contents; understanding the meaning and implications of the Agreement, specifically with regard to the fact that the Agreement includes a waiver; and executing this Agreement voluntarily and with full understanding of its import.

__David Hamm, Superintendent Mark Moes, Board President

Dated _____, 202____ Dated _____,
202__

the long term disability policy, he shall be required to take the disability pay instead of sick leave pay. The Superintendent will not be paid for unused sick days.

- f. **Disability Insurance.** The Board shall provide long-term disability insurance with the carrier of their choice which will pay 66% of the contracted salary.
- g. **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.
- h. **Retirement.** The Nebraska School Employees Retirement Act applies to the Administrator's employment hereunder.

Section 10. 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 11. Superintendent's Residence. The Superintendent shall reside within the boundaries of the District being served during his term of employment.

Section 12. 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 13. 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.

Section 14. 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 15. 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 16. 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 17. 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 18. 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 as per state statute.

Section 19. 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 January, 2022

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this 10th day of January, 2022

Superintendent Pay Transparency Notice—Proposed Contract for David D. Hamm

Notice is hereby given that Osmond Community Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on January 10th, 2022, at 7:00 pm at the School Multi-Purpose Room in Osmond, Nebraska.

After the 2022/23 school year, how many years remain on the contract: 0

The estimated costs to the district for the 2022/23 year and future years are listed below:

	2022/23 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 169,050.00	\$	\$ 169,050.00
Compensation for activities outside of the regular salary:			
• Extended contracts / Activities outside of regular salary	\$ 9,900.00		\$ 9,900.00
• All other costs not mentioned above			\$ -
Benefits and Payroll Costs Paid by district:			
• Insurances (Health, Dental, Life, Long Term Disability)	\$ 622.65	\$	\$ 622.65
• Cash in lieu of insurance			\$ -
• District's share of retirement, FICA and Medicare	\$ 27,877.73	\$	\$ 27,877.73
• Annuities	\$	\$	\$
• Association / Membership dues	\$	\$	\$
• Travel allowance/reimbursement			\$
• Mileage Allowance	\$	\$	\$
• All other benefit costs not mentioned above			\$
Totals:	\$ 207,450.38	\$	\$ 207,450.38