

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT
South Platte Public Schools
PO Box 457
Big Springs NE 69122

This contract is made between the Board of Education of the South Platte Public Schools, District #95, hereinafter referred to as "The District", and David Spencer, hereinafter referred to as "The Superintendent".

The District hereby agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

Section 1. Term of Contract: The Superintendent shall be employed for a period of two years, Beginning July 1, 2022, and ending on June 30, 2024

Section 2. Salary: The Superintendent shall be paid an annual salary of \$137,000.00 for the first year of this contract and not less for the second year of this contract. Said salary shall be paid in equal installments in accordance with the policy of the District governing payments of other professional employees of the District, beginning July 2022.

Section 3. Professional Status: The Superintendent hereby affirms that he is not under contract with another school District covering any part or all of the same term provided in this contract. The Superintendent further affirms that throughout the term of this contract that he will hold a valid and appropriate certificate to act as Superintendent of schools in the State of Nebraska.

Section 4. Superintendent's Duties: The Superintendent shall serve as Superintendent of the District and as executive officer of the board, and to perform the duties set forth in the Statement of Superintendent's Duties or Superintendent's Job Description, and such other duties as the District may require. Regular, dependable, attendance is an essential function of the Superintendent's duties. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of schools throughout the term of his contract; provide, however, the Superintendent by agreement with the District, may undertake consultative work, speaking engagements, writing, lecturing, research and study, or other professional duties and obligations so long as such other work is not inconsistent with his duties and obligations to the District.

Section 5. Board/Superintendent Relationship: The board shall have primary responsibility for formulating and adopting District policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of District policy. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study, or recommendations, as appropriate.

Section 6. Transportation: The board shall provide the Superintendent with transportation required in the performance of his official duties, or reimburse him for such transportation at the rate approved for state and federal employees, or as set by the board.

Section 7. Annual Vacation Leave and Other Fringe Benefits: The Superintendent shall be responsible for ensuring that all District responsibilities are complied with throughout the summer months, as needed, although his/her daily or weekly schedule may vary. The Superintendent shall receive the same sick

leave, personal leave, or bereavement leave as other certificated employees of the District. Health insurance shall be the same as the teacher's family coverage policy paid by the District.

Section 8. Professional Development: The District encourages the continuing professional growth of the Superintendent, through his participation and attendance in program provided at the local, conference, District, state and national level for school executives. The reasonable expenses for attendance, including transportation, lodging, and subsistence will be paid by the District when approved by the board of education in the annual budget. This District also agrees to pay up to \$500 for membership dues in appropriate professional associations. College credit classes, especially when they are offered in the summer months, are highly recommended for the Superintendent's continuing growth. Time will be made available to the Superintendent to attend any summer classes, and accommodations will be made when possible if classes require a small amount of school time to be missed.

Section 9. Annual Evaluation of the Superintendent: The board of education, on behalf of the District, shall evaluate the Superintendent once each year, conveyed in writing any and all commendations or concerns to the Superintendent. Any concerns shall be described in reasonable detail, with board recommendations and a reasonable time frame to address or make progress toward each concern. The Superintendent shall have the right to make a written response to the written evaluation. The Superintendent's written response will be attached to the written evaluation when placed in the Superintendent's personnel file. The board will meet with the Superintendent to discuss recommendations as well as commendations.

Section 10. Renewal of Superintendent's Contract: If a Board representative does not inform the Superintendent in writing on or before April 15, 2022 and each April 15th thereafter of the Board's intention to consider the nonrenewal of 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 (or each renewed expiration date thereafter). The Superintendent shall remind the Board in writing of this provision no later than its regular February meeting of each year of this contract and shall make the renewal of his employment contract an agenda item for the regular March board meeting during each year of this contract. 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.

Section 11. No Penalty for Release or Resignation: There shall be no penalty for release or resignation by the Superintendent from this contract, as long as both parties agree.

Section 12. Termination of Employment Contract. Except as provided herein, this contract may be cancelled, not renewed, terminated, or amended by a vote of a majority of the Board of Education pursuant to procedures described by applicable state statute. Grounds for cancellation of this contract included, but not limited to, any grounds that are 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. Should the Superintendent be unable to perform the duties of this position because of illness, accident or other causes, the District may, at its option, terminate this agreement, whereupon the respective duties, rights and obligations of the parties shall terminate.

Section 13. Professional Liability: The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and other legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and

employee of the District, provided that the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the school board to provide under state law. Except that, in no case, will individual board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and other legal proceedings.

Section 14. 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 15. Amendments to be in Writing: This contract may be modified or amended only by a written, attached amendment, duly authorized and agreed upon by the Superintendent and the District.

Section 16. Severability: If a court of competent jurisdiction shall declare any portion of this contract invalid or unenforceable, 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:

EXECUTED BY THE SUPERINTENDENT THIS 14TH DAY OF FEBRUARY 2022.

David Spencer, Superintendent

EXECUTED BY THE BOARD THIS 14TH DAY OF FEBRUARY 2020.

BY: _____
Darrel Armstrong, Chairman, Board of Education