

**BATTLE CREEK PUBLIC SCHOOL DISTRICT NO. 5**

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This contract is made by and between the Board of Education of the Battle Creek School District No. 5, located in Madison County, Nebraska, hereinafter referred to as "Board" and Jake Luhr, hereinafter referred to as "Superintendent".

**Section 1. Term of Contract.**

- A. Initial Term.** The Superintendent shall be employed for a period of two (2) years, beginning on the 1<sup>st</sup> day of July 2018, and ending on the 30<sup>th</sup> day of June 2020. References in this Contract to "contract year" shall mean the period of July 1 to June 30.
- B. Automatic Extensions.** Effective on the 16<sup>th</sup> day of March of each year, this Contract shall be automatically extended for one (1) additional year beyond the initial term, or one (1) additional year beyond the end of any extended term, whichever is later. To prevent such automatic extension, the Board must give notice to the Superintendent, or the Superintendent must give notice to the Board, in writing, and prior to the 15<sup>th</sup> day of March of each year, of an intent to not extend the Contract for an additional year. Notice by the Board of such intent must be given pursuant to official approved Board action. Notice by the Superintendent of such intent must be given to the Board President.

**Section 2. Salary.** The annual salary to be paid to the Superintendent during the term of this contract shall be **\$ 135,000.00**. Salary is to be reviewed every year thereafter. Said annual salary shall be paid in equal monthly installments commencing on the 20<sup>th</sup> day of July, and thereafter on the 20<sup>th</sup> day of each succeeding month. The Board retains the right to adjust the Superintendent's salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Superintendent's salary shall not be reduced during the term of this Contract, except for good and just cause as authorized by this Contract or by law.

**Section 3. Duties.** The Superintendent is hereby employed as the Superintendent in and for the public schools of the District, and shall perform the duties of Superintendent as prescribed by the laws of the State of Nebraska, and by the written policies, rules, and regulations made thereunder by the Board. Throughout the term of this Contract, the Superintendent shall devote his full time, skill, labor, and attention to the position of Superintendent of schools; provided that the Superintendent may, with approval of a majority of the Board, undertake consultative work, speaking engagements, writing, lecturing or other professional activities.

**Section 4. Professional Status.** The Superintendent hereby affirms that he is not under contract with another school board or board of education within this state, covering any part of or all of the same term provided in this Contract. The Superintendent further affirms that at the beginning of the term of this Contract, he holds or will hold a Nebraska Administrative and Supervisory Certificate valid for the position of Superintendent of schools, which is or will be in full force and effect for the full term of this Contract. It is understood and agreed that this Contract shall not be valid until the aforementioned Administrative and Supervisory Certificate is

registered in the superintendent's office of the school. The Superintendent shall not be compensated for any services performed prior to the date of registration of said certificate.

**Section 5. Superintendent and Board Responsibilities.** The Superintendent shall be the chief executive officer of the Board. As such, the Superintendent shall have primary responsibility for execution of Board policy. The Board shall have primary responsibility for formulating and adopting said policy. The Superintendent shall be responsible for the development of rules and regulations for implementation of Board policy. In the absence of Board policy on matters that require prompt action, the Superintendent shall have the authority to act according to his best professional judgment; provided that the Superintendent 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, not to interfere with or usurp the primary responsibility of the other party. The Board or its individual members shall refer to the Superintendent all criticisms, complaints, and suggestions concerning the District and its administration for action, study and/or recommendation, as appropriate. The Superintendent is required to live within the District boundaries of Battle Creek Public School.

**Section 6. Administrative and Personnel Matter.** Subject to approval by the Board, the Superintendent shall have primary responsibility for organizing, reorganizing, and arranging the administrative and supervisory staff, including administration of instruction and business affairs, in a manner, which in his judgment, shall best serve the District. The Superintendent shall be responsible for initiating all personnel matters, which require action by the Board. The Superintendent shall present his recommendations to the Board concerning the selection, placement, transfer, termination, and discharge of all personnel.

**Section 7. Other Duties.** The Superintendent or his designated representative shall:  
(a) Review all policies adopted by the Board, and make appropriate recommendations to the Board concerning the same, (b) Yearly evaluate employees as provided by Board policy, and (c) Act as Secretary to the Board.

**Section 8. Evaluation.** During each annual salary period the Board shall evaluate and assess, in writing, the performance of the Superintendent. Each such evaluation and assessment shall be reasonably related to the position description of the Superintendent. The Superintendent shall submit to the Board a recommended format for such written evaluation and assessment of his performance within 90 days from the date the Superintendent signs this Contract. The evaluation format shall be reasonably objective, and shall contain at least the following evaluation criteria: (a) Board-Superintendent relations, (b) community relations, (c) staff and personnel relations, (d) educational programs, (e) business and financial matters, and (f) professional and leadership development. The evaluation format shall provide for a rating system such that the Board, individually or collectively, may indicate whether the performance of the Superintendent is superior, very satisfactory, satisfactory, or unsatisfactory, both as to overall performance, and as to the specific criteria set forth in the evaluation format. The Board shall meet and discuss the evaluation format with the Superintendent, and attempt in good faith to agree on the development and adoption of a mutually agreeable evaluation format. In any event, the Board shall adopt an evaluation format within 150 days from the date this agreement is signed by the Superintendent, and shall evaluate the Superintendent as of November prior to the expiration of each annual salary period provided in this Contract. In the event the Board, individually or collectively, determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing in reasonable detail, indicating specific instances where appropriate, and such unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances

where the Board deems performance to be unsatisfactory, and all other instances where the Board deems such to be necessary or appropriate. A copy of the written evaluation shall be delivered to the Superintendent, and the Superintendent shall have the right to make a written reaction or response to the evaluation, which shall become a permanent attachment to the Superintendent's personnel file. Within 30 days from delivery of each written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation.

**Section 9. Discharge.** During the term of this Contract, the Superintendent may be discharged if he materially breaches any provision of this Contract, or performs any act which substantially inhibits the Superintendent's ability to discharge his duties as Superintendent, including, but not limited to: (a) becoming legally disqualified to administer in the State of Nebraska, (b) incompetency, (c) neglect of duty, (d) unprofessional conduct, (e) insubordination, (f) immorality, (g) physical or mental incapacity, (h) participation in any fraud, (i) causing intentional damage to property, (j) conviction of a felony or, (k) other conduct which interferes substantially with the Superintendent's ability to continue his duties. The Board shall not act arbitrarily or capriciously in calling for discharge of the Superintendent, and under no circumstances shall a discharge be effective unless the Superintendent has been given the cause or causes for discharge in writing, and due notice of and an opportunity for a hearing before the Board. During such hearing evidence in support of the cause or causes for discharge shall be presented, and the Superintendent shall be afforded a reasonable opportunity to present evidence in his behalf prior to official action being taken. After such hearing the Board shall render its decision in writing to discharge or retain the Superintendent based on the evidence produced at the hearing. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his duties during the pendency of such proceedings.

**Section 10. Transportation.** The Board shall provide the Superintendent with transportation required in the performance of his official duties, or shall reimburse him for such transportation at the rate of \$.535 per mile.

**Section 11. Annual Vacation and Sick Leave.** The Superintendent shall be allowed 20 days of vacation leave during each year of his Contract, exclusive of legal holidays and pre-determined, established school holidays. At the end of the year, any unused vacation leave days shall be forfeited. The Superintendent shall be entitled to 10 days of sick leave during each year of his Contract, cumulative up to 45 days.

**Section 12. Professional Development.** The Superintendent is expected to attend appropriate professional meetings at local, regional, state, & national levels. The Superintendent may, therefore, with the prior approval of the Board, attend appropriate professional meetings at the regional and national levels, and the District shall pay the necessary expenses required for such attendance.

**Section 13. Fringe Benefits.** The Superintendent shall receive, in addition to his annual salary set forth in Section 2 of this Agreement, the fringe benefits as specified herein. The Board on behalf of the Superintendent shall pay all dues and fees incurred during the term of this Contract for professional organizations and membership. The Board shall maintain and provide disability insurance for the Superintendent as provided to the other employees of the District. The Board shall provide a Retirement Plan for the Superintendent, pursuant to the terms of the Retirement Plan in existence upon the date that this Agreement is executed.

- A. **Fringe Benefits Continued (Health Insurance).** The health insurance that will be offered to the Superintendent, will be the same package that is negotiated with the Battle Creek Education Association. Depending on the needs of the Superintendent, he will receive either family or single insurance. If the Superintendent chooses not to take the health insurance, he will be offered \$4,200.00 that he can use towards an annuity.

**Section 14. No Penalty for Release or Resignation.** There shall be no penalty for release or resignation by the Superintendent from this Contract, provided no resignation shall become effective until expiration of the Contract, unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.

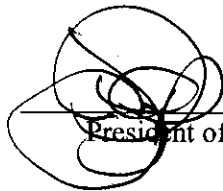
**Section 15. Compensation Upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder, shall be an amount that bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period, in which termination shall occur. The Superintendent shall refund any portion of the salary paid, but not earned, prior to the date of termination of this Contract.

**Section 16. Governing Laws.** In the performance of his duties under this Contract, the Superintendent shall be governed by all applicable state and federal laws, rules, and regulations, as well as by the decisions, policies, and directives of the Board.

**Section 17. Severability.** If any portion of this Contract shall be declared invalid or unconstitutional, such declaration shall not affect the validity or constitutionality of the remaining provisions of this Contract.

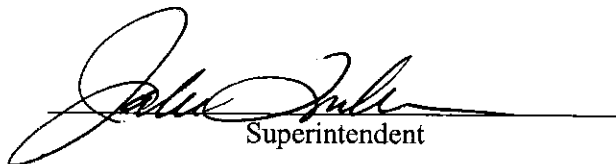
**Section 18. Acceptance By The Superintendent.** If Superintendent does not accept and deliver one signed copy of this contract to the President of the Board on or before March 12, 2018, this Contract shall be null and void.

Executed this 12 day of March, 2018



\_\_\_\_\_  
President of the Board of Education

Executed this 12 day of March, 2018



\_\_\_\_\_  
Superintendent