

EMPLOYMENT AGREEMENT
Superintendent/Elementary Principal (PreK-6)

THIS EMPLOYMENT AGREEMENT ("Agreement") dated for reference purposes November 14, 2017 is made and entered into by and between **THE BOARD OF EDUCATION OF HOWELLS-DODGE CONSOLIDATED SCHOOLS**, a Nebraska political subdivision (the "Board"), and **MARK ERNST** ("Superintendent").

RECITALS:

- A. The Board desires to employ Superintendent as the superintendent of Howells-Dodge Consolidated Schools (the "District") pursuant to the terms and conditions of this Agreement.
- B. Superintendent desires to serve as superintendent of the District in accordance with the terms and conditions of this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated with and made a part of this Agreement, and in further consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Employment. The Board hereby employs Superintendent, and Superintendent hereby accepts employment from the Board, upon the terms and conditions set forth in this Agreement.

2. Commencement Date; Term. This Agreement shall commence, and Superintendent shall commence work hereunder, on July 1, 2018 (the "Commencement Date") through June 30, 2021. The parties acknowledge and agree that the term of this Agreement is not subject to roll-over for any additional term beyond June 30, 2021, and that the term of this Agreement is expressly limited to the period set forth in this Section. The Superintendent must notify the Board on or before December 15th his intentions of returning.

3. Salary. In consideration of a total annual salary of \$124,000.00. (Salary of \$115,000.00 and \$9,000.00 Flat Salary Stipend). Said salary is for the 2018-19 contracted year, (July 1, 2018-June 30, 2019) which includes 240 contracted service days. Superintendent agrees to faithfully perform the duties of superintendent in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District.

4. Employee Benefits. In addition to the annual salary set forth in Section 3 above, Superintendent shall be afforded the following benefits during the term of this Agreement:

- a. Ten (10) paid sick/bereavement days during each year of the term of this Agreement;
- b. The District shall pay the cost of Superintendent's NCSA state and national dues;
- c. The district participates in EHA Health Insurance. Premiums for this benefit will be the responsibility of the Superintendent and deducted from his salary.

Superintendent acknowledges and agrees that (i) up to thirty (30) days of paid sick/bereavement leave may be accrued and carried over from contract year to contract year during the term of this Agreement; (ii) the annual paid vacation leave granted herein may not be carried over from the contract year in

which it is accrued to subsequent contract years of employment; and (iii) Superintendent is not entitled to any compensation for accrued but unused sick/bereavement leave upon separation from employment with the District.

5. Duties of Superintendent. Subject to the supervision and pursuant to the orders, advice and direction of the Board, Superintendent shall serve as chief administrator of the District and shall perform the duties of superintendent in a competent and professional manner in accordance with all applicable law and the policies of the Board. Superintendent shall be responsible for initiating all personnel matters that require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of any personnel. Superintendent agrees to devote his/her time, skill, labor, and attention full-time to the duties of superintendent and elementary principal of the District during the term of this Agreement, provided, however, that Superintendent may, with the prior approval of the Board, undertake consultative work, speaking engagements, writings, lecturing or other professional duties, obligations and activities, with or without remuneration, so long as such activities do not interfere with the full and faithful discharge of Superintendent's duties and responsibilities under this Agreement.

6. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called to its attention to Superintendent for action, study and/or recommendation, as appropriate.

7. Professional Status. Superintendent hereby affirms that he/she is not under contract with any other school board or Educational Service Unit for any period of time that is subject to the term of this Agreement. Superintendent further affirms that upon the commencement and throughout the term of this Agreement he/she will hold a valid Nebraska certificate to administer as required by NEB. REV. STAT. § 79-801, which certificate shall be registered with the District in accordance with NEB. REV. STAT. § 79-804.

8. No Penalty for Release. Pursuant to NEB. REV. STAT. § 79-819, there shall be no penalty for the release of Superintendent from this Agreement.

9. Transportation. The Board shall provide Superintendent with transportation required in the performance of his/her official duties or shall reimburse Superintendent for the cost of such transportation at a rate determined by Board policy.

10. Representations and Warranties of Superintendent. Superintendent represents and warrants as follows:

10.1. That all information set forth in Superintendent's application for employment presented by Superintendent to the Board was then and is now true and correct in every way, and if any said information ceases to be true during the term of this Agreement Superintendent will immediately advise the Board thereof.

10.2. That Superintendent has never been convicted of any offense involving a felony or any other offense involving moral turpitude under the laws of any state of the United States, or any foreign country, including any first offender or nolo contendere dispositions.

10.3. That Superintendent has never suffered revocation or suspension of any educational professional license or certificate, nor voluntarily surrendered the same where charges or potential charges were pending or imminent.

11. Discharge. Throughout the term of this Agreement Superintendent may be discharged if he/she materially breaches any provision of this Agreement, or engages in any act which substantially inhibits his/her ability to discharge his/her duties as defined herein, including, but not limited to, the following: (i) incompetency; (ii) conviction of a felony or any other offense involving moral turpitude; (iii) neglect of duty; (iv) unprofessional conduct; (v) insubordination; or (vi) physical or mental incapacity. The procedures for cancellation during the term of this Agreement shall be in accordance with the applicable law of the State of Nebraska.

12. Residency. During the term of this Agreement Superintendent shall maintain a residence within the District, provided that Superintendent reasonably determines that adequate housing is available.

13. Indemnification. Superintendent shall be indemnified by the District for any legal fees or other cost or expenses that may be incurred by Superintendent acting the course and scope of employment and in good faith, whether any proceedings against Superintendent are brought or threatened, whether they are pending or completed, whether they are civil, criminal, administrative, or investigative, so long as Superintendent's behavior is and has been consistent with the requirements of NEB. REV. STAT. § 79-516.

14. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in the performance of their respective duties and obligations under this Agreement.

15. Severability. If any provision of this Agreement should be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be fully severable, and the remainder of this Agreement shall remain in full force and effect.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings, oral and written, of the parties in connection herewith.

17. Amendment and Waiver. This Agreement may not be modified or amended, except by instrument or instruments in writing, signed by the party against whom enforcement of any such modification or amendment is sought. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

18. Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a documents is to be construed more strictly against the person who himself drafted the same. It is hereby agreed that representatives of both parties have participated in the preparation of this Agreement.

19. Counterparts. This Agreement may be executed in multiple counterparts (including by facsimile, pdf or other electronic means), each of which shall be regarded as an original document and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates ascribed beside their respective signatures, below.

THE BOARD:

THE BOARD OF EDUCATION OF
HOWELLS-
DODGE CONSOLIDATED SCHOOLS, a
Nebraska political subdivision

DATED: November 14, 2017.

By:


Heather Macholan, President

Superintendent/PreK Principal:

DATED:
2017.

November 14


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Mark Ernst