

**CONTRACT OF EMPLOYMENT
FOR SUPERINTENDENT
OF CRAWFORD PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the Board of Education of the Dawes County School District No. 23-0071, commonly known as Crawford Public Schools, (the "Board" and the "District," respectively) and Kirk M. Hughes (the "Superintendent").

In accordance with action taken by the Board as recorded in the minutes of the Board meeting on February 13, 2017 the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment as Superintendent of the District, subject to the following terms and conditions:

Section 1. Term of Contract

The Superintendent is employed as superintendent of schools for a term of two (2) years, which shall commence on July 1, 2017 and shall end on June 30, 2019. A year for purposes of this Contract shall be from July 1 to June 30. Except as provided for herein, the Superintendent shall be on duty all weekdays during the year and during all times the District offices are open during breaks. The Superintendent may also be required to perform duties on weekends as necessary. The Superintendent shall not be required to work on permissible leave days pursuant to this Contract. The Superintendent shall not be required to work on the holidays, as defined herein, unless an emergency or unforeseen circumstance requires that the Superintendent work on a holiday. Holidays are defined as July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday and the Monday after Easter Sunday (as long as school is not in session), and Memorial Day. The Superintendent may use his professional discretion, consistent with the terms of this Contract, Board policy, and the needs of the District, regarding his location and hours of work on the days during the winter break that teachers are not required to report, provided that the Superintendent shall be available by telephone and email on all such days unless it is a holiday or permissible leave day.

Section 2. Annual Base Salary

The Superintendent's annual base salary is \$115,000.00, which the District shall pay in equal monthly installments on or about the 20th of each month. The Board may increase the Superintendent's salary without such increase constituting a new contract or extending the Contract term.

Section 3. Renewal of Contract

If the Board does not inform the Superintendent in writing on or before December 1, 2018 and on or before any subsequent December 1 of this Contract of its intention not to renew this Contract, the Contract automatically will renew for an additional year. The Superintendent shall remind the Board in writing of this provision on or before November 1, 2018 and on or before November 1 of any succeeding year of this Contract.

Section 4. Legal Representations

The Superintendent affirms that: (1) the Superintendent holds a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska to perform the assigned duties throughout the term of this Contract; (2) the required certificate to perform the assigned duties will be registered with the District as required by law; it being understood and agreed that this Contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

Section 5. Superintendent's Duties

The Superintendent shall perform faithfully the duties of superintendent of the District pursuant to this Contract, the laws of the State of Nebraska, the rules and regulations of the Nebraska Department of Education, and the Board's policies, rules, regulations, and directives. These duties shall include organizing and arranging the administrative and supervisory staff of the District in a manner that best serves the District's schools. The duties also shall include being responsible for the administration of instruction and business affairs, for selecting, placing and transferring personnel, for initiating all personnel matters that require action by the Board, and other duties assigned by the Board from time to time. The Superintendent will devote full time, skill, labor and attention to carrying out the Superintendent's duties. With the approval of the Board, the Superintendent may undertake, with or without honorarium, consultative work, speaking engagements, writing, lecturing or other duties.

Section 6. Board-Superintendent Relationship

The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of Board policy. The Superintendent will propose policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment, consistent with legal requirements; 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.

Section 7. Evaluation of the Superintendent

The Superintendent shall be evaluated not less than twice during the year of July 1, 2017 through June 30, 2018. The Superintendent shall notify the Board President to remind the Board of the need to evaluate and provide the Board with the Board approved evaluation instrument at the Board's October, 2017 and February, 2018 regular meetings. After the first contract year, the Superintendent shall be evaluated at least once during each contract year, unless the Board deems additional evaluations appropriate. After the first contract year, the Superintendent shall notify the Board President to remind the Board of the need to evaluate and provide the Board with the Board

approved evaluation instrument at the Board's November regular meeting. The Board President shall have responsibility for completing the evaluation form on behalf of the Board. The Superintendent shall sign the evaluation to acknowledge receipt of the evaluation and a copy of each evaluation with the signatures of the Board President and the Superintendent shall become part of the Superintendent's personnel file.

Section 8. Cancellation, Amendment, or Nonrenewal

The Board may cancel or amend this Contract during its term for any of the following reasons:

- (a) Cancellation, termination, revocation, or suspension of the Superintendent's Nebraska Administrative and Supervisory Certificate by the State Board of Education;
- (b) The Superintendent's breach of any material provisions of this Contract;
- (c) The Superintendent performs any act or does anything which is materially harmful to the District;
- (d) The Superintendent engages in an unlawful act;
- (e) The Superintendent engages in fraud;
- (f) The Superintendent intentionally causes damage to property or injury to a person;
- (g) Any representations in this Contract by the Superintendent are determined to be false or incorrect; or
- (h) The Superintendent's (i) incompetency which includes, but is not limited to, demonstrated deficiencies or shortcomings in administrative skills, (ii) neglect of duty, (iii) unprofessional conduct, (iv) insubordination, (v) immorality, or (vi) physical or mental incapacity.

Suspension or other disciplinary action may be enforced according to applicable law.

With the exception of any salary and benefits accrued prior to Board action, all salary and benefits provided for in this Contract shall cease upon cancellation of this Contract by the Board.

The Board may elect to not renew this Contract at the end of the term for any reason it deems sufficient if such non-renewal is constitutionally permissible.

Section 9. Termination by Mutual Agreement

The Board and the Superintendent may by mutual agreement terminate this Contract based on mutually agreeable terms.

Section 10. Deductions from Annual Base Salary

The District shall make deductions from the Superintendent's annual base salary, as required by state and federal law. This Contract is subject to the provisions of the Nebraska School Employees Retirement Act.

Section 11. Transportation

The Superintendent has the option of using a District vehicle or a personal automobile where transportation is necessary to perform the Superintendent's duties under this Contract. When the Superintendent uses a personal automobile when performing District business, the District shall reimburse the Superintendent at the mileage rate allowed by the State for use of personal vehicles. Where appropriate and feasible, the Superintendent shall use a District vehicle.

Section 12. Professional Development

The Board expects and encourages the Superintendent to continue professional growth and development. As a result, the Board expects that the Superintendent shall attend appropriate professional meetings at the local, state, and national levels, provided that such attendance does not interfere with the performance of the Superintendent's duties under this Contract. The District shall pay the fees and expenses associated with the Superintendent's attendance at such meetings, subject to approval of the Board.

Section 13. Fringe Benefits

The Board will provide the Superintendent with the fringe benefits listed below.

(a) Health Insurance

The Superintendent shall be provided single health insurance through the District's group insurance plan. The District shall pay the health insurance premium and the Superintendent shall be responsible for all deductibles, copays, and other out of pocket expenses.

(b) Long-Term Disability Insurance

The Board will provide the Superintendent with the long-term disability insurance that it provides to certified staff.

(c) Professional Dues

The Board will pay the Superintendent's dues for the Nebraska Council of School Administrators and any other professional organizations approved by the Board.

(d) Vacation Days

The District shall provide the Superintendent up to twenty (20) days of paid vacation leave per year of this Contract subject to a maximum accrual limit set forth herein. Any unused accrued vacation leave may carry over from year to year, but in no event shall the Superintendent accrue more than 20 days of vacation leave. With the approval of the Board President, the Superintendent may take up to five vacation days during the regular school year and may use vacation days outside the regular school year as the Superintendent chooses so long as the Superintendent's absence does not interfere with the performance of duties. The Superintendent will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. Upon the Superintendent's separation of employment, the District will reimburse the Superintendent for the Superintendent's accrued, unused vacation leave, which shall be determined by dividing the Superintendent's then current annual base salary by 240.

(e) Sick Leave Days

The District shall provide the Superintendent with ten (10) days of paid sick leave per year of this Contract, subject to the maximum accrual limit set forth herein. Any unused accumulated sick leave may carry over from year to year, but in no event shall the Superintendent accrue more than 45 days of sick leave. Sick leave may only be used if the Superintendent has an illness or injury which prevents the Superintendent from attending work, provided that the Superintendent may take up to 10 days of sick leave for each year of this Contract to care for the Superintendent's spouse or a dependent child living in the same household. If the Superintendent is absent for more than five consecutive days because of illness or injury, the Board may require that the Superintendent provide a doctor's certificate confirming that the absence was a reasonable and necessary consequence of the Superintendent's illness or injury.

(f) Bereavement Leave and Personal Leave

The District shall provide the Superintendent up to five days of paid bereavement leave for each year of this Contract which may be used in the event of death of spouse, child, parent, son-in-law, daughter-in-law, grandparent, parent-in-law, sister, brother, sister-in-law, or brother-in-law. The District may provide additional days without payment of salary with approval of the Board.

(g) Leave Log

The Superintendent shall maintain a monthly vacation, sick, and bereavement leave log which shall be kept current and available for review by any Board member at the District's central office.

(h) Moving Expenses

The District shall reimburse the Superintendent for up to \$3,000.00 of his expenses of moving into the District. The Superintendent shall provide invoices and proof of payment of such expenses prior to the District's payment.

Section 14. No Penalty for Resignation

There shall be no penalty for release from this Contract by the Superintendent; provided no release shall be effective until the expiration of the remaining term of this Contract, unless agreed upon by the Board.

Section 15. Governing Laws

The parties agree that they 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 16. Amendments to be in Writing

All amendments of this Contract shall be in writing and signed by the Superintendent and Board President after approval by the Board.

Section 17. Severability

If any portion of this Contract is declared invalid or unenforceable by a court of competent jurisdiction, 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 Board this 13 day of February 2017.

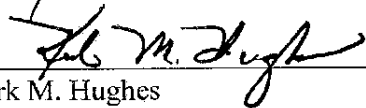


President, Board of Education



Treasurer, Board of Education

Executed by the Superintendent this 13th day of February, 2017.



Kirk M. Hughes
Superintendent, Crawford Public Schools