

ADMINISTRATOR'S CONTRACT

2022-23

This contract is made by and between the Board of Education of the Bancroft-Rosalie School District No. 20, located in Cuming County in the State of Nebraska, hereinafter referred to as "the board" and Jon Cerny hereinafter referred to as "the administrator".

In accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the **13th day of December, 2021**, the Board hereby agrees to employ as Superintendent subject to the following terms and conditions:

Section 1. Term of Contract: The Administrator shall be employed for a period of 1 year, beginning on the **1st day of July, 2022**, and expiring on the **30th day of June, 2023**. This is a **12 month** contract with **225 days of service**, not including any Saturday, Sunday, or legal holiday.

Section 2. Salary: **\$164,833** To be paid over the period of one year (**July 2021-June 2022**) and of the further agreements and considerations hereinafter stated, the Administrator agrees to perform faithfully 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 there-under. 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.

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

Section 4. Administrator's Duties: The duties of the Administrator shall be as prescribed for the position of Superintendent in the Board of education POLICY MANUAL. The duties shall be performed in accordance with standards and goals established by the Board of Education. The Administrator agrees to devote his time, skill, labor, and attention to his duties as Superintendent throughout the term of this contract; provided, however, the Administrator, by agreement with the Board of Education may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. **Administrative duties include serving on the NSAA Board of Directors.**

Section 5. Disability: Should the Administrator be unable to perform his duties by reason of illness, accident or other disability beyond his control, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such nature as to make performance of his duties impossible, the Board may at its discretion terminate 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 Administrator under any insurance coverage furnished by the district.

Section 6. Transportation: The Board shall provide the Administrator with transportation required in the performance of his official duties or shall reimburse him for such transportation at the state rate per mile.

Section 7. Annual Vacation and Sick Leave: The Administrator shall be allowed 0 working days of paid vacation leave during each year of this contract and he shall be entitled to 3 working days of personal leave and 10 working days of paid sick leave during each year of this contract, accumulated to 40 days. For the purpose of this section the term "working day" shall not include any Saturday, Sunday, or legal holiday.

The administrator will be paid \$40.00 per day for all days they go above the forty-five (45) days accumulated sick leave at the start of each contract year.

Upon retirement, the administrator will be reimbursed for days not used in his sick bank at the rate of ½ a substitute teacher's rate pay for each day.

Section 8. Discharge: Throughout the term of this Contract the Administrator may be discharged if he materially breaches any provision of this Contract, or performs any act which materially attests his ability or effectiveness to discharge his duties as Superintendent, including but not limited to (a) incompetence, (b) immorality, (c) intemperance, (d) cruelty, (e) conviction of a felony, (f) neglect of duty, (g) general neglect of the business of the District, (h) unprofessional conduct, and (i) physical or mental incapacity. The Board shall

not act arbitrarily or capriciously in calling for discharge of the Administrator and under no circumstances shall a discharge be effective unless the Administrator has been given a specific statement of the cause or causes for discharge in writing and due notice of an opportunity for a hearing before the Board. The hearing shall be held before the Board and may be in closed or open session, at the option of the Administrator, provided that in the event of a hearing in closed session, no formal action shall be taken by the Board on the evidence presented at such hearing until the Board shall have reconvened in open session. The Board shall appoint an attorney-at-law, who has never represented the District or any member of the Board in any capacity, to act as the presiding officer at such hearing. The hearing officer shall formulate the procedural rules for the hearing, shall be in charge of the conduct of the hearing and shall have the power to rule on all objections. The Administrator may at his cost and expense be represented by legal counsel at the hearing. During the hearing evidence in support of the cause or causes for discharge shall be presented and the Administrator shall be afforded a reasonable opportunity to present evidence in his behalf. After the hearing the Board shall render its decision and if such decision is adverse to the Administrator, the Board shall submit a written memorandum of decision setting forth the reasons for the decision and the evidence relied upon. The fees and expenses of the hearing officer shall be paid by the District. Nothing contained herein shall prevent the suspension of the administrator, with pay, from his duties during the pendency of proceedings under this section.

Section 9. Professional Development: The Administrator shall continue his professional development by attending appropriate professional meetings at the local, state and national levels. The expenses of such attendance shall be paid by the District.

Section 10. Fringe Benefits: The Administrator shall receive all fringe benefits of employment which are granted other certified employees of the District. In addition to said fringe benefits the District shall provide the Administrator with **\$3500 deductible EHA plan, Full Family Blue Cross/Blue Shield Health and Dental Insurance in the amount of \$2,110.15 per month.**

Section 11. No Penalty for Release or Resignation: There shall be no penalty for release or resignation by the Administrator 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 12. 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 13. Amendments to be in Writing: This Contract may be modified or amended only by a writing duly authorized and executed by the Administrator and the Board.

Section 14. 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 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 **13th** day of **December**, 2021.

President, Board of Education

Secretary, Board of Education

Executed by the Administrator this ____ day of _____, 2021.
