

CLARKSON PUBLIC SCHOOL DISTRICT NO. 58  
SUPERINTENDENT/ELEMENTARY PRINCIPAL'S CONTRACT FOR EMPLOYMENT

This Contract is made by and between the Board of Education of Clarkson Public School District No. 58, located in Colfax County in the State of Nebraska, hereinafter referred to as the Board and Richard Lemburg, hereinafter called the Superintendent/Elementary Principal.

Section 1: Term of Contract. In accordance with action taken by the Board of Education as recorded in the minutes of the Board meeting held on the 15<sup>h</sup> day of February, 2023 the Board hereby employs the Superintendent/Elementary Principal beginning on the 1<sup>st</sup> day of July, 2023 and terminating on the 30<sup>th</sup> day of June, 2024. At the February 2023 board meeting and subsequent February board meetings, the board will offer or reject a one year extension of the Superintendent/Elementary Principal's contract.

Section 2: Salary. The salary to be paid to the Superintendent/Elementary Principal shall be \$148,250 for the 2023-2024 school year.

Section 3: Duties. The Superintendent/Elementary Principal is hereby employed as the Superintendent/Elementary Principal in and for the public schools of the District and shall perform the duties of Superintendent/Elementary Principal as prescribed by federal law and by the laws of the State of Nebraska, and including the job descriptions set forth by the Board, as amended from time to time. Throughout the term of this Contract, the Superintendent/Elementary Principal shall devote his full time, skill, labor and attention to the position of Superintendent/Elementary Principal of schools.

Section 4: Professional Status. The Superintendent/Elementary Principal hereby affirms that he is not under contract with another school board, board of education within this state covering any part of or all of the same term provided in this Contract. The Superintendent/Elementary Principal 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 personnel office of the Clarkson Public Schools and the Superintendent/Elementary Principal shall not be compensated for any services performed prior to the date of registration of said certificate.

Section 5: Superintendent and Board Responsibilities. 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 be responsible for the development of rules and regulations for implementation of Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act according to his best professional judgement; 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 6: Administrative and Personnel Matters. Subject to approval by the Board, the Superintendent/Elementary Principal 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 judgement shall best serve the District. The Superintendent/Elementary Principal shall be responsible for initiating all personnel matters which require action by the Board. The Superintendent/Elementary Principal shall present his recommendations to the Board concerning the selection, placement, transfer, termination, and discharge of all personnel.

Section 7: Other Duties. The Superintendent/Elementary Principal shall: a) review all policies adopted by the Board and make appropriate recommendations to the Board concerning the same; b) evaluate

District employees as provided by Board policy and the statutes of the State of Nebraska.

Section 8: Evaluation. During each annual salary period the Board shall evaluate and assess in writing the performance of the Superintendent/Elementary Principal. Each such evaluation and assessment shall be reasonably related to the position description of the Superintendent/Elementary Principal. The Superintendent/Elementary Principal shall submit to the Board a format for such written evaluation and assessment of his performance within 60 days from the date that the Superintendent/Elementary Principal commences his duties. The evaluation format shall be reasonably objective and shall contain at least the following evaluation criteria: a) Educational Program Planning, b) Relationship with the Board of Education, c) Personnel, d) Business and Financial Management, e) Community Relations, f) Individual Characteristics and g) Job Related Characteristics. The evaluation format shall provide for a rating system such that the Board individually or collectively may indicate whether the performance of the Superintendent/Elementary Principal is very competent, satisfactory, needs improvement 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/Elementary Principal 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 120 days from the date that the Superintendent/Elementary Principal commences his duties and shall evaluate the Superintendent/Elementary Principal as of December prior to the expiration of each annual salary period provided in the Contract. In the event the Board individually or collectively, determines that the performance of the Superintendent/Elementary Principal is unsatisfactory in any respect, it shall describe in writing in reasonable detail, indicating specific instances where appropriate, of 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/Elementary Principal and the Superintendent/Elementary Principal shall have the right to make a written response to the evaluation, both of which shall become a permanent attachment to the Superintendent/Elementary Principal's personnel file. Within 30 days from delivery of each written evaluation to the Superintendent/Elementary Principal, the Board shall meet with the Superintendent/Elementary Principal to discuss the evaluation.

Section 9: Cancellation During Term of Contract. During the term of this Contract, the Superintendent/Elementary Principal may be discharged if he materially breaches any provision of this Contract, or performs any act which substantially inhibits the Superintendent/Elementary Principal's ability to discharge his duties as Superintendent/Elementary Principal, including but not limited to: a) those reasons set forth in Neb. Rev. Stat. 79-12,110 (as amended); b) becoming legally disqualified to administer in the State of Nebraska; c) breach of any of the material provisions of the administrator's contract; d) for any of the reasons set forth in the employment contract; e) incompetency; f) neglect of duty; g) unprofessional conduct; h) insubordination; i) immorality; j) participation in any fraud; k) physical or mental incapacity; l) causing intentional damage to or stealing personal property; m) conviction of a felony or misdemeanor involving moral turpitude; or n) other conduct which interferes substantially with the Superintendent/Elementary Principal's ability to continue his duties. Under no circumstances shall a discharge be effective unless the Superintendent/Elementary Principal 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/Elementary Principal 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/Elementary Principal based on the evidence produced at the hearing. Nothing contained herein shall prevent the suspension of the Superintendent/Elementary Principal from his duties during the pendency of such proceedings pursuant to Neb. Rev. Stat. 79-12,109 (as amended).

Section 10: Consideration of Nonrenewal and Automatic Extension of Contract. The Board may take action at such time as it deems appropriate to initiate consideration of the nonrenewal of this Contract; provided that it must take such action in conformity with the requirements of Nebraska statutes governing the employment of superintendents of schools and with the terms of this contract. This Contract shall automatically renew for twelve (12) months from the ending date set forth in Section No. 1 unless the Board takes action on or before the 20<sup>th</sup> day of February 2023, to initiate consideration of nonrenewal.

Section 11: Disability. Should the Superintendent/Elementary Principal 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 60 days, or is such disability is permanently irreparable, or of such a nature as to make performance of his duties impossible, the Board may, in 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 Superintendent/Elementary Principal under any insurance coverage furnished by the District.

Section 12: Transportation. The Board shall provide the Superintendent/Elementary Principal with school owned transportation when required in the performance of his official duties or the Board shall reimburse him for such mileage as is set forth in the Nebraska Revised Statutes for reimbursement of mileage.

Section 13: Annual Vacation, Personal Leave and Sick Leave. The Superintendent/Elementary Principal shall be allowed 20 working days of vacation leave each year. The vacation leave may be used in a manner, and at times selected by him. Vacation leave not used during the school year for which it is allowed shall not be accrued for use in succeeding school years and there shall be no pay in lieu of unused vacation upon separation from employment. For the purpose of this section, the term "working days" shall not include Saturday, Sunday, or legal holidays. The Superintendent/Elementary Principal shall be allowed the same amount of sick leave as is provided for other certificated staff members of the District. The Superintendent/Elementary Principal shall be allowed five (5) days of personal leave to be used in any manner, and at times selected by him.

Section 14: Professional Development. The Superintendent/Elementary Principal shall attend appropriate professional meetings at local, regional, state and national levels. The Superintendent/Elementary Principal may, therefore, with the prior approval of the Board, attend appropriate professional meetings at the regional and national levels and the necessary expenses required for such attendance shall be paid by the District.

Section 15: Fringe Benefits. In addition to vacation leave, personal leave and sick leave, the Superintendent/Elementary Principal shall receive the following fringe benefits: a) the Superintendent/Elementary Principal shall receive full family medical and dental insurance (no reimbursed deductible for health insurance will be paid) and the same disability benefits as other certificated staff members of the District, b) the Board agrees to pay the Superintendent's membership in the Nebraska Council of School Administrators and c) \$250 to be put into his family's lunch account, d) such other benefits as the Board shall from time to time determine to be appropriate.

Section 16: No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Superintendent/Elementary Principal from the 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 17: Compensation Upon Termination. If this Contract is terminated by the Board when the agreement would otherwise by its terms continue for two years beyond the current school year, the Superintendent/Elementary Principal shall be entitled to one year's salary. HOWEVER, should this Contract be terminated by the Board pursuant to section nine (9) of this agreement, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of service days to the date of such termination bears to the twelve months in the annual salary period in which termination shall occur. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract shall be refunded by the Superintendent/Elementary Principal.

Section 18: Amendments to be in Writing. This Contract may be modified or amended only in writing duly authorized and executed by the Superintendent/Elementary Principal and the Board. Any such amendment shall take precedence over this Contract, in the event of a conflict between the terms of such amendment and the terms of this Contract.

Section 19: Governing Laws. In the performance of his duties under this Contract the Superintendent/Elementary Principal 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 20: 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 21: Acceptance by Superintendent/Elementary Principal. If the Superintendent/Elementary Principal does not accept and deliver one signed copy of this Contract to the President of the Board on or before the 15<sup>th</sup> day of April 2022, this Contract shall be null and void.

Executed this --- \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Executed this --- \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Superintendent/Elementary Principal