

**CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT**

THIS CONTRACT is made by and between the Board of Education of the **Platte County School District 0001, a/k/a Columbus Public Schools**, hereinafter referred to as "the Board," and Troy Loeffelholz, Ed.D., hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with actions taken by the Board as recorded in the minutes of the Board of Education meeting held on the 19<sup>th</sup> day of December 2016, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

**1. Term of Contract.** This Contract is for a term of three (3) years beginning on the 1st day of July, 2017 and expiring on the 30th day of June, 2020. A "contract year" for purposes of this Contract shall be from July 1 to June 30. Extensions ("roll-overs") may occur as follows:

- a. Superintendent's Notice of Intent to Extend. The Superintendent shall, between December 15, 2017 and February 15, 2018, give the President of the Board a "Superintendent's Notice of Intent to Extend," which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.
- b. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall have until on or before March 15 each year to give the Superintendent a "Notice of Intent to Not Extend," which is a written notice that the Board does not want to extend the Contract. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.
- c. Notice of Non-Renewal. The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give a notice of non-renewal is April 15<sup>th</sup>.

**2. Salary.** The salary for the 2017-2018 contract year shall be \$208,925, a total package increase of 3.87%. The salary for the second year of the contract (2018-2019) shall be \$215,925. The salary for the third year of the contract (2019-2020) shall be determined prior to the beginning of that year of employment. However, the Board may reopen this negotiation dependent upon funding for the district. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this

rounded to the nearest hundred thousand. The life insurance company shall be the District's group provider.

- E. Meetings and Dues: The Superintendent shall attend appropriate professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of the Superintendent's duties. The expenses of attendance at professional meetings, when attendance has been authorized by the Board of Education, shall be paid by the District consistent with Board policies.

The District shall pay the annual membership dues of the Superintendent in the Nebraska Council of School Administrators and the American Association of School Administrators. Payment of dues for other professional organizations may be approved by the Board upon the Superintendent's request.

- F. Transportation Expenses: The District will pay the Superintendent a vehicle allowance of Five Hundred Dollars (\$500.00) per month for in-district travel in the performance of the Superintendent's duties in lieu of reimbursement for expenses for such travel. For purposes of determining the extent to which the vehicle allowance is taxable, if any, the Superintendent shall be responsible for maintaining documentation of the actual expenses incurred related to travel in the performance of the Superintendent's duties. For out-of-district travel, to the extent a school vehicle is not provided or is not available to the Superintendent, the Superintendent shall be reimbursed for the use of the Superintendent's personal vehicle in the performance of the Superintendent's duties at the mileage reimbursement rate established by the Department of Administrative Services under State Statute Section 81-1176 in effect at the time of the travel.
- G. Cell Phone: The District shall provide the Superintendent a cell phone, or, at the Superintendent's option, a monthly stipend for cell phone service, for use in performing the Superintendent's duties.
- H. Indemnification: The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.
- I. Other Fringe Benefits: The Superintendent may be provided other benefits provided for in the negotiated agreement between the District and the Columbus Education Association negotiated agreement to the extent the Superintendent meets the conditions and eligibility requirements for such benefits.

**4. Duties.** The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may, at its option, cancel or terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

**8. Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered 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.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

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 remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

**9. Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

**10. Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. 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.