

SUPERINTENDENT EMPLOYMENT CONTRACT

THIS CONTRACT is made by and between the BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 111, OTOE COUNTY, NEBRASKA, IN THE state of Nebraska, hereinafter referred to as "the Board", and JEFFREY E. EDWARDS, hereinafter referred to as "the Superintendent".

WITNESSETH: That in accordance with action taken by the board as recorded in the minutes of the Board meetings held on the 12th day of December, 2016, the Board hereby agrees to extend the contract to and employ the Superintendent and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

Section 1. Term of Contract. The Superintendent shall be employed for a period of three years, beginning on the 1st day of July 2017, and expiring on the 30th day of June 2020. This contract does not automatically renew.

Section 2. Salary. In consideration of an annual salary of \$166,953.00 for the 2016-2017 school year, to be paid and, of further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully duties of the Superintendent of Schools 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. Salary for the 2017-2018 school year will be agreed upon by the parties. 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. The Board retains the right to adjust the Superintendent's annual salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Superintendent's salary shall not be reduced during the term of this Contract.

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

Section 4. Superintendent's Duties: The Superintendent shall organize and arrange the administrative and supervisory staff of the District in a manner which best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of his staff. The Superintendent shall have the responsibility for selection, placement and transfer of personnel. He shall be responsible for initiating all personnel matters which require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of any

personnel. The Superintendent shall be responsible for all duties established by Board of Education written policy as set forth in the manual, which shall be performed in accordance with established standards and goals. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations. The Board of Education shall review the Superintendent's performance each six months during the first year and annually thereafter. The Superintendent shall reside within the school district during the term of employment.

Section 5. 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 parties agree, individually and collectively, to its attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 6. Discharge. The Contract of the Superintendent may be canceled or amended by a majority of the members of the School Board during the term of the Contract for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate by the Board of Educations; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) intemperance; (k) conviction of a felony or (l) performs any act which substantially inhibits his ability to discharge duties as a superintendent. The procedures for cancellation during the term of the Contract shall be in accordance with the applicable Nebraska Revised Statutes.

Section 7. Physical Examination. The Superintendent agrees to have comprehensive physical examination performed by a licensed physician once each year during the term of this Contract. A written report by the physician performing each such examination certifying to the physical competency of the Superintendent shall be filed with the Secretary of Board and treated as confidential information by the Board. The cost of such physical examinations and physician's reports shall be paid by the district.

Section 8. Transportation. The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the rate of thirty-five cents per mile.

Section 9. Annual Vacation and Sick Leave. The Superintendent shall be allowed fifteen (15) working days of vacation leave during each year of this Contract to be used in a manner and at a time selected by him. Vacation leave shall accrue to

a total of 30 days. The Superintendent shall be entitled to ten (10) working days of sick leave during each year of this Contract. Sick leave shall accrue to a total of 50 days. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday or legal holiday.

Section 10. Professional Development. The Superintendent may attend appropriate professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of his duties under this Contract. All national meetings must be pre-approved by the Board of Education.

Section 11. Fringe Benefits. The Superintendent shall receive all fringe benefits of employment, which are granted other certificated employees of the District. In addition to said fringe benefits, the District shall provide the Superintendent with the following annual benefits: (1) dues to one State association; (2) dues to one national "business related" association; (3) dues to one civic organization within the City of Nebraska City; (4) expenses and registration to one State "business related" conference; (5) expenses and registration to one national "business related" conference; after pre-approval by the Board of Education; (6) employer share Nebraska Retirement System; (7) \$50,000.00 of term life insurance; and (8) full family health and dental insurance.

Section 12. No Penalty for Release or Resignation. 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 contract unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.

Section 13. Compensation upon Termination and Credit for Accrued Vacation. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid but not earned prior to the date of termination of this Contract, shall be refunded by the Superintendent. In addition, the Superintendent will be paid for those accrued vacation days at the per diem rate commensurate to the salary at the time of separation.

Section 14. Renewal of Contract after Contract Expiration Date. The President of the Board shall, not later than the 28th day of February of the current contract year, notify the Superintendent in writing of the Board's intention not to renew this Contract. Failure to so notify the Superintendent shall result in an automatic renewal of this Contract for a period of one year from and after the Contract expiration date provided in Section 1 of this Contract.

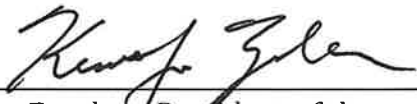
Section 15. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules and regulations in performance of their respective duties and obligations under this Contract.

Section 16. Amendments to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 17. 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 12th day of December 2016.



Ken Zaroban, President of the
Board of Education

EXECUTED BY THE SUPERINTENDENT this 12th day of December 2016.



Jeffrey E. Edwards, Superintendent

Superintendent Pay Transparency Notice—Proposed Contract (Name of current or new superintendent)

Notice is hereby given that Nebraska City Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on December 12, 2016 at 6:00 pm at the Board Room in Nebraska City, Nebraska.

After the 2017/18 school year, how many years remain on the contract:

2

(Column F must be completed if additional years remain on contract.)

The estimated costs to the district for the 2017/18 year and future years are listed below:

	2017/18 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 166,953.00	\$ 333,906.00	\$ 500,859.00
Compensation for activities outside of the regular salary:			
• Extended contracts / Activities outside of regular salary		\$	-
• Bonus/Incentive/Performance Pay		\$	-
• Stipends		\$	-
• All other costs not mentioned above		\$	-
Benefits and Payroll Costs Paid by district:			
• Insurances (Health, Dental, Life, Long Term Disability)	\$ 20,512.32	41024.64	61,536.96
• Cafeteria Plan Stipend		\$	-
• Cash in lieu of insurance		\$	-
• Employee's share of retirement, deferred compensation, FICA and Medicare if paid by the district		\$	-
• District's share of retirement, FICA and Medicare	\$ 29,263.18	\$ 58,526.36	87,789.54
• IRS value of housing allowance		\$	-
• IRS value of vehicle allowance		\$	-
• Additional leave days		\$	-
• Annuities		\$	-
• Service credit purchase		\$	-
• Association / Membership dues		\$	-
• Cell Phone/Internet reimbursement		\$	-
• Relocation reimbursement		\$	-
• Travel allowance/reimbursement	\$ 2,000.00	\$ 4,000.00	6,000.00
• Mileage Allowance		\$	-
• Educational tuition assistance		\$	-
• All other benefit costs not mentioned above	\$ 1,074.60	\$ 2,149.20	3,223.80
Totals:	\$ 219,803.10	\$ 439,606.20	\$ 659,409.30