

AMENDED CONTRACT OF EMPLOYMENT WITH ADMINISTRATOR

THIS CONTRACT is made by and between the Board of Education of the Furnas County School District 33-0018, a/k/a Arapahoe Public Schools, hereinafter referred to as "the Board," and Benjamin Ellis, PK-6 Principal, hereinafter referred to as "the Administrator."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meetings held on the 14th day of March, 2022, the Board hereby agrees to employ the Administrator, and the Administrator hereby agrees to accept such employment, on the following terms and conditions:

1. **Term of Contract.** This Contract is for a (2) year term that begins on the 1st day of August, 2022, and will expire on the 31st day of July, 2024. Working days constitute a time period of August 1, to June 1, approximately two hundred ten (210) days. The Administrator understands that if school was originally scheduled, a day under contract, but later cancelled due to snow, heat, etc., the Administrator will report to said employment. The Administrator is not expected to work during scheduled school breaks.
2. **Salary.** The annual salary shall be \$80,000 for 2022-2023, and \$82,500 for 2023-2024.
 - A. Salary Payments. The annual salary shall be paid in twelve (12) equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.
 - B. Deductions. The salary payments shall be subject to deductions in conformance with regulations governing Withholding Tax, Social Security and the School Employees' Retirement Act. Other lawful deductions may be withheld as agreed to by the parties.
 - C. Adjustment of Salary. 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 Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.
3. **Benefits.**
 - A. Discretionary Leave. The Administrator shall receive twelve (12) days annually, accumulative to forty (40) days, as granted other certificated employees of the District. Leave may be taken in 2-hour/0.25 day, 4-hour/0.50 day, or 8-hour/1.00 day increments. Unused discretionary leave will be paid out at half the base substitute rate to retiring Administrators that have served the District 12 or more years.
 - B. Health, Dental and LTD Insurance. The Administrator shall be provided health, dental, short-term and long-term disability insurance with premiums paid entirely by the District.
 - C. Meetings and Dues. The Administrator shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Administrator's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Administrator's annual dues to the Nebraska Council of School Administrators and the Principal's Association National & State Dues. The Board may in its discretion pay dues for other professional organizations suitable for the Administrator's position upon the Administrator's request.

- D. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Administrator's official duties shall be reimbursed at the rate set annually by the Board for District travel. Attendance at a National Conference on a biannual basis shall be permitted with Superintendent's approval.
- E. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Administrator in the Administrator's individual capacity or the Administrator's official capacity as an agent or employee of the District, provided that the incident arose while the Administrator was acting (or, in good faith, reasonably believed that the Administrator was acting) within the scope of the Administrator's employment with the District.
- F. Moving Expenses. The Administrator shall be paid a one time lump sum payment at the time of the Administrator's first pay check for the reasonable cost of moving expenses to relocate to the District, to include packing and unpacking services. The Administrator shall be reimbursed for such expenses, upon presenting a receipt or bill for the same, up to a maximum of \$1,000.00.
- G. Other Benefits. The Administrator shall receive a stipend of \$35/month for a cell phone. The Administrator may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Administrator meets the conditions and eligibility requirements for such benefits.

4. Duties. The Administrator is assigned to the following position(s): Principal

- A. Assignment of Duties. The position(s) assigned herein and the precise duties of the Administrator are subject to assignment by the Superintendent or the Board of Education. The Administrator shall be subject to such other duties as may be assigned from time to time by the Superintendent or the Board of Education.
- B. Description of Duties. The duties to be performed shall include those as are regularly and customarily expected for the assigned position(s), those which are set forth in Board Policy or Regulation for the assigned positions, and duties as directed to be performed by the Administrator's supervisor or the Board of Education.
- C. Performance of Duties. The Administrator shall be governed by the policies, regulations and directions of the Board of Education. The Administrator shall in all respects to diligently and faithfully perform the assigned duties to the best of the Administrator's professional ability. The duties shall include the minimal expectation that the Administrator not engage in conduct which would be a violation of Nebraska Department of Education Rule 27 (92 NAC 27), as such rule may be revised from time to time, regardless of whether Administrator is otherwise subject to such rule.
- D. Attendance. Regular dependable attendance is an essential function of the Administrator's position. The Administrator agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Administrator may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

5. Contract Termination.

- A. Reasons for Termination. This Contract may be cancelled or terminated in accordance with applicable law in the event the Administrator violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Administrator's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform the duties of the assigned position; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that

such date not be prior to March 15; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties. In the event the Administrator is assigned to a position which does not legally require that the Administrator hold an administrative or teaching certificate, or is contracted for on a less than a one-half full time equivalency basis, this Contract shall be on an at-will basis, terminable without cause, and not subject to continuation or renewal. Suspensions or other disciplinary action may be enforced in accordance with applicable law.

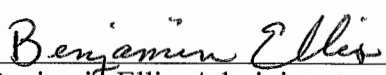
- B. Compensation Upon Termination. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve 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, and any sums owing to the District by the Administrator, shall be set off from sums due to the Administrator and, if the sums owing to the District are in excess of the sums due the Administrator, the amount owing shall be immediately refunded by the Administrator.
- C. Health. The District may require a certificate of health and physical fitness of Administrator in accordance with applicable law at any time while this Contract is in force. Should the Administrator be unable to perform the Administrator's duties by reason of mental or physical capacity or any reason beyond the Administrator's control, and said disability exists for a period exceeding the Administrator'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 Administrator unable to perform essential functions of the Administrator's position(s), the Board of Education may, at its option, terminate this Contract.

6. Representations and Legal Requirements.

- A. Certificate. The Administrator shall hold at all times during the term of this Contract a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties.
- B. Registration of Certificate. The certificate required to perform the assigned duties shall be registered as required by law. This contract is not valid until the required certificate is registered in accordance with law and the Administrator shall not be compensated for any services performed prior to the date of registration of the certificate.
- C. No Other Contract. The Administrator represents that the Administrator 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.
- D. No Penalty for Release. 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 remaining term of the Contract unless the Board fixes an earlier effective date.
- E. School Retirement. This Contract is subject to provisions of the School Employees' Retirement Act.
- F. Representations of Administrator. The Administrator further represents that: (1) all information set forth in the Administrator's application for employment and other information provided by the Administrator in seeking employment are true and accurate, and if said information ceases to be true, Administrator shall advise the Superintendent immediately; (2) Administrator 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 003.11 through 003.13 of 92 NAC 21; and (3) Administrator 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.

7. **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.
8. **Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Administrator 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.

Executed this 14 th day of March, 2022.  Benjamin Ellis, Administrator	Executed this 14 th day of March, 2022. Board of Education of the Furnas County School District, a/k/a Arapahoe Public Schools By: _____ President Attest: _____ Secretary
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