

Principal's Contract of Employment

AR-2205

This contract is made by and between the Board of Education of Gage County School District No. 34, hereinafter referred to as "the Board", and _____, hereinafter referred to as "the Principal".

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting, held on the ____ Day of _____, 20____, the Board hereby agrees to employ the Principal, and the Principal hereby agrees to accept such employment as _____ subject to the following terms and conditions:

Section 1. Terms of Contract. The Principal shall be employed for the period of ____ years, beginning on the ____ day of _____, 20____, and terminating on the ____ day of _____, 20____.

Section 2. Salary. In consideration of an annual salary of \$_____ to be paid the first year, and \$_____ to be paid the second year, and \$_____ to be paid the third year, and further agreements and considerations hereinafter stated, the Principal agrees to perform faithfully duties of the _____ 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. 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 Principal'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 Principal's salary shall not be reduced during the term of this Contract.

Section 3. Professional Status. The Principal hereby affirms that he or she is not under contract with another school board or board of education within this state covering any part or all of the same term provided in this Contract. The Principal further affirms that at the beginning of the term of this Contract he or she holds or will hold a Nebraska Administrative and Supervisory Certificate valid for the position of principal, 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

office of the Superintendent of Schools in Gage County School District No. 34 and the Principal shall not be compensated for any services performed prior to the date of registration of said certificated. On or before September 15 the Superintendent of Schools will file with the State Department of Education information attesting that the certificate of the Principal has been filed with the school district as set forth by Nebraska Statute §79-804.

Section 4. Principal Duties and Responsibilities. The parties recognize that the Board has legal responsibilities and authority under the laws of the State of Nebraska to provide for the general governance of the schools of the District, and formulation and adoption of policies pursuant to which the Superintendent shall administer the schools. The duties of the Principal shall be as prescribed in the attached job description, which duties shall be performed in accordance with standards and goals established by the superintendent of schools. The Principal agrees to devote his or her time, skill, labor and attention to his or her duties as _____ throughout the term of this Contract; provided, however, the Principal, by agreement with the Superintendent of Schools, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

Section 5. Evaluation. During each annual salary period the Superintendent shall evaluate and assess in writing the performance of the Principal in accordance with Board policy. Each such evaluation and assessment shall be reasonably related to the position description of the Principal. In the event the Superintendent determines that the performance of the Principal is unsatisfactory in any respect, the Superintendent shall describe in writing in reasonable detail, indicating specific instances where appropriate, such unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the superintendent deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Principal and the Principal shall have the right to make a written reaction or response to the evaluation. Within thirty days from the delivery of each written evaluation to the Principal, the Superintendent shall meet with the Principal to discuss the evaluation.

Section 6. Discharge. During the term of this Contract the Principal may be discharged if he or she materially breaches any provisions of this Contract, or performs any act which substantially inhibits the Principal's ability to discharge his

or her duties as principal, including but not limited to: (a) becoming legally disqualified to administer in the State of Nebraska, (b) incompetence, (c) neglect of duty, (d) unprofessional conduct, (e) insubordination, (f) immorality, (g) physical or mental incapacity, (h) participation in any fraud, (i) causing intentional damage to property, (j) conviction of a felony, or (k) other conduct which interferes substantially with the Principal's ability to continue his or her duties. The Board or Superintendent shall not act arbitrarily or capriciously in calling for discharge of the Principal and under no circumstances shall a discharge be effective unless the Principal has been given 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 a closed or open session, at the option of the Principal, provided that in the event of a hearing in closed session, no formal action shall be taken by the Board on 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 hearing 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 Principal may, at his or her own 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 Principal shall be afforded a reasonable opportunity to present evidence in his or her behalf. After the hearing the Board shall render its decision and if such decision is adverse to the Principal, 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 Principal, with pay, from his duties during the pendency of such proceedings.

Section 7. Disability. Should the Principal be unable to perform his or her duties by reason of illness, accident or disability beyond his or her control, and such disability shall exist for a period more than his accumulated sick leave plus sick leave bank benefits during any school year, the Board may at its discretion make a proportionate reduction from the salary stipulated herein. After exhausting all accumulated sick leave and sick leave bank benefits, if such disability is of such nature as will make the performance of the Principal's duties

impossible, the Board may, at its discretion, terminate this Contract, whereupon the respective duties, rights, and obligations of the parties hereto shall be terminated, with the exception of any benefits to be paid to the Principal under any insurance coverage furnished by the district.

Section 8. Annual Vacation and Sick Leave. The Principal shall be allowed _____ days of vacation leave during each year of this Contract exclusive of Saturdays, Sundays, and legal holidays, and shall be entitled to _____ days of sick leave during each year of this Contract, accumulative to _____ days, plus participation in the sick leave bank.

Section 9. Professional Development. The Principal may, with the prior approval of the Superintendent, attend appropriate professional meetings at the local, state, regional and national levels and necessary expenses required for such attendance shall be paid by the District.

Section 10. Fringe Benefits. The Principal shall receive all fringe benefits of employment which are granted other certificated employees of the District, and such other benefits as the Board shall from time to time determine to be appropriate. _____

Section 11. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Principal 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. 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 Principal. Upon termination or expiration of this Contract, the Principal shall be entitled to compensation for all unused accrued annual vacation leave at the salary rate effective during the school year in which the vacation credit was earned.

Section 13. Governing Laws. In performance of his or her duties under this Contract the 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 14. Amendment to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

Section 15. 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 16. Acceptance by the Principal. If the Principal does not accept and deliver one signed copy of this Contract to the Secretary of the Board on or before ____ day of _____, 20____, this Contract shall be null and void.

Section 17. Additional. _____

Executed this ____ day of _____, 20_____.

President, Board of Education

Secretary, Board of Education

Executed this ____ day of _____, 20_____.

Principal