

Bridgeport Public Schools Superintendent's Contract

It is hereby agreed by and between the Board of Education of Morrill County School District #63, the Bridgeport Public Schools, located in Morrill County in the State of Nebraska (hereinafter called "the Board") and **Chuck Lambert** (hereinafter called "the Superintendent"), that the Board in accordance with its action as found in the minutes of the meeting held on **February 11, 2019**, has and does hereby employ **Chuck Lambert** as Superintendent for a three-year period commencing **July 1, 2019**. Both parties agree that the employee shall perform the duties of the Superintendent in and for the public schools in the District as prescribed by the laws of the State of Nebraska and by the policies, rules, and regulations made hereunder by the Board of the District.

1. In consideration of a total salary of **\$167,620.24** and other benefits as set forth herein, the Superintendent agrees to perform faithfully the duties of Superintendent and to serve as Chief Executive Officer of the Board and Chief Administrative Head of the school system. The annual salary shall be paid in equal installments in accordance with the policies of the Board governing payment of other professional staff members of the District. This contract may be extended by mutual agreement of the parties hereto.
2. During the term of this contract, in the event the Superintendent violates any provisions of this agreement, or performs any act or does anything which is materially harmful to the employer, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (a) becoming legally disqualified to administer in the State of Nebraska, (b) participation in any fraud, (c) causing any intentional damage to property, (d) engaging in any unlawful act, (e) becoming physically or mentally disabled, (f) insubordination, (g) neglect of duty, or (h) immorality, then the Superintendent may be discharged; provided the Superintendent has been given the cause or causes for discharge in writing and has been given an opportunity for and due notice of hearing before the Board prior to official action being taken. Nothing contained herein shall prevent the suspension of the Superintendent with pay, from his duties during the pendency of such proceedings.
3. Throughout the term of this contract, the Superintendent shall devote his time, skill, labor, and attention to the position for which he is herein employed, provided, however, that the Superintendent may, with the permission of a majority of the Board, undertake consultative work, speaking engagements, writing, lecturing, or other professional activities.
4. The Superintendent is authorized to organize, reorganize, and arrange the administrative and supervisory staff with the concurrence of the Board. The administration of instruction and business affairs shall be lodged with the Superintendent. The responsibility for the selection, placement and transfer of personnel shall be with the Superintendent with the approval of the Board. The Board or its individual members shall refer all criticisms, complaints, and suggestions to the Superintendent for study and recommendation.
5. Should the Superintendent be unable to perform and or all of his duties by reason of illness, accident, or other disability beyond his control, and such disability exists for a period of more than his accumulated sick leave during any school year, the Board may in its discretion make a proportionate deduction from the salary stipulated herein. If, in

the opinion of the Board, such disability is permanent, irreparable, or if such nature as will make the performance of the Superintendent's duties impossible, the Board may in its discretion, terminate this agreement whereupon the respective duties, rights and obligations of both parties shall be terminated.

6. The Board shall provide the Superintendent with the transportation required in the performance of his official duties during the term of his employment or shall reimburse him for such mileage at the rate of (as per Board policy) per mile.
7. The Superintendent shall be allowed twenty (20) days of vacation leave annually exclusive of legal holidays and seasonal breaks adopted in the Board's Annual Calendar, shall be entitled to twelve (12) days of sick leave annually, cumulative to sixty (60) days, and three (3) days of personal leave annually, not cumulative.
8. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, social security, and teacher retirement. Other deductions may be withheld as agreed to by the parties to this contract. This contract shall be deemed to have been entered into subject to all provisions of the laws of the State of Nebraska.
9. The Board of Education may require the Superintendent to continue his professional development and to participate in relevant learning experiences. The Superintendent may, therefore, with the approval of the Board, attend appropriate professional meetings at the local, state, regional, and national levels. Valid expenses of required attendance shall be borne by the District. The Board shall pay necessary dues to professional organizations.
10. 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 terms 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.
11. There shall be no penalty for release or resignation by the Superintendent for this contract, provided not 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.
12. This contract is subject to the provisions of the state retirement law.
13. 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 fractions 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.

Executed this 22 day of February, 2019.

[Signature] (President, Board of Education)

Linda Norman (Secretary, Board of Education)

Executed this 12th day of January, 2019.

[Signature], Superintendent

ADDENDUM TO SUPERINTENDENT'S CONTRACT

THE AMOUNTS OF THE BENEFITS ARE: **SOCIAL SECURITY:** 7.65% of Salary

RETIREMENT: 101% of Employee Contribution

LTD (DISABILITY): Per District Rate

DATE: 2-12-19

INITIALED (BOARD OF EDUCATION): JWC

INITIALED (SUPERINTENDENT): CS