CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Phelps County School District 0044, a/k/a Holdrege Public Schools**, hereinafter referred to as "the Board," and **Jeremy Ham**, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 16th day of November, 2026, 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 two (2) years beginning on the 1st day of July, 2027 and expiring on the 30th day of June, 2029. A "contract year" for purposes of this Contract shall be from July 1 to June 30.

2. **Salary.** The annual salary for the 2027-28 contract year shall be $180,000. The annual salary for the second year and any subsequent year of the contract will be set by the Board; such 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 board action 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.

   This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. **Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

   A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District; and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

      1. Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's duties.

      2. Carryover and Accumulation of Vacation Days. Vacation days are to be used in the contract year in which they become available. There is no carryover or accumulation of unused vacation leave from one contract year to another contract year, with the exception that if the Superintendent's duties preclude the use of vacation days, up to five (5) days of vacation leave may be carried forward to the ensuing contract year, to be used by October 31st .Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available. There shall be no pay for

unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.

3. Personal Time Off. The Superintendent shall be allowed personal time off in the same manner and amount as the negotiated agreement and Board Policy 4170 Professional Staff Leaves & Absences stipulates for certificated staff.

4. Sick Leave/Family Leave. The Superintendent shall accumulate and be allowed to use sick leave/family leave in the same manner and amount as the negotiated agreement and Board Policy 4170 Professional Staff Leaves & Absences stipulates for certificated staff.

5. Professional Leave. The Superintendent shall be allowed professional leave days in the same manner and amount as the negotiated agreement and Board Policy 4170 Professional Staff Leaves & Absences stipulates for certificated staff.

6. Jury Duty. The Superintendent shall be allowed the provisions for jury duty in the same manner and amount as the negotiated agreement and Board Policy 4170 Professional Staff Leaves & Absences stipulates for certificated staff.

7. Holidays and School Breaks. When the Central Office or schools are closed for holidays or scheduled breaks on the school calendar (e.g., Labor Day, Fall Break, Thanksgiving, Semester Break, Christmas, etc.), such days shall not be considered a working day for purposes of use of vacation or leave. Weekend days shall also not be considered working days for purposes of use of vacation or leave, though it is understood that duties may need to be performed on such days. When school is closed for reason of inclement weather, the Superintendent is expected to be at work if practicable; if not practicable, absence on such a day shall not be considered a working day for purposes of use of vacation or leave.

8. Log. The Superintendent shall submit staff absence forms to payroll for leave days used on a timely basis.

B. Health and Dental Insurance. The Superintendent shall be provided health and dental insurance in the same manner and amount as the negotiated agreement stipulates for certificated staff.

C. Life Insurance. The Superintendent shall be provided term life insurance in the same manner and amount as the negotiated agreement stipulates for certificated staff.

D. Disability Insurance. The Superintendent shall be provided group disability insurance in the same manner and amount as the negotiated agreement stipulates for certificated staff.

E. Cell Phone. The Superintendent will be required to have a cell phone. The District will pay $50.00 per month for a cell phone allowance. It is understood that this phone may be used for business or personal use and shall be used in accordance with established policies of the District.

F. Computer. The Superintendent will be provided a computer for use in accordance with established policies of the District.

G. Professional Dues. The Superintendent shall be a member and attend appropriate professional meetings of appropriate educational organizations at the local and state level. Approved organizations are: the Nebraska Council of School Administrators and the American Association of School Administrators. Others may be approved by the Board upon the Superintendent's request. The dues for such membership shall be reimbursed by the District.

H. Meetings. The Superintendent shall attend appropriate professional meetings at the local and state level, provided that such attendance does not interfere with the proper performance of his duties under this Contract. Reasonable and necessary expenses of attendance, when attendance has been authorized by the Board of Education, shall be paid by the District. The Superintendent may attend a National Convention upon approval of the Board of Education.

I. Civic Clubs. The District shall pay the Superintendent's membership dues for the Holdrege Rotary Club.

J. Transportation Expenses. For travel required in the performance of official duties, other than commuting, the District shall provide the Superintendent with a District owned vehicle. For travel where a District vehicle is not available or its use not practicable, the District shall reimburse the Superintendent for transportation expenses at the mileage reimbursement rate set by the Board for District travel.

K. 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.

L. Avoidance of Fines or Penalties. The District may elect to not provide any benefit set forth in the Contract in the event the District determines in its discretion that the provision of the benefit would result in a fine or penalty. In the event the District makes such an election, the District shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine or penalty, and in the event such is not available, the Superintendent's salary shall be grossed up in an amount equal to the cost savings from not providing the benefit (excluding the costs of fines and penalties).

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 position. 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. The Superintendent shall have the responsibility for selection, placement, and transfer of personnel. The Superintendent shall be in charge of the overall operation of the District. The Superintendent 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 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.

   In performing the assigned duties, the Superintendent shall be governed by the policies, regulations, and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

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 Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. The parties agree, individually and collectively, to promptly refer all criticism, complaints, and suggestions called to its attention to the Superintendent for action, study, or recommendation, as appropriate.

6. **Evaluation of the Superintendent.** The Superintendent shall be evaluated once during each contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the

evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

7. **Contract Termination.** In the event the Superintendent 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 Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representation 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 of the final year of the Contract or any extension of the Contract term; 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; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. 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 Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

   The Board of Education may require a certificate of health and physical fitness of the 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 for 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 positions 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 92NAC 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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before November 12, 2026 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this _____day of _____, 2026. _____ Superintendent	Executed this 16th day of November, 2026. Board of Education of Phelps County School District 0044, a/k/a Holdrege Public Schools By:_____ President Attest:_____ Secretary