

CONTRACT OF SUPERINTENDENT EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of Rock County Public Schools, Rock County School District No. 75-0100, hereinafter referred to as “the Board”, and Mark Otten, 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 December 9, 2024, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

Section 1. Term of Contract.

(a) Initial Term. The Superintendent shall be employed for a period of two (2) years, beginning on the 1st day of July, 2026 and expiring on the 30th day of June, 2028, excluding Saturdays, Sundays and legal holidays.

(b) Automatic Extensions. Effective on the 15th of January of each year, this Contract shall be automatically extended for one (1) additional year beyond the end of any extended term, whichever is later. To prevent such automatic extension, the Board must give notice to the Superintendent, or the Superintendent must give notice to the Board in writing, at the January Board meeting of each year, of intent to not extend the Contract for an additional year. Notice by the Board of such intent must be given pursuant to official approved Board action. Notice by the Superintendent of such intent must be given to the Board President.

(1) The Superintendent is responsible for reminding the Board of this provision by placing an agenda item, regarding contract renewal, on the agenda of the Board’s regular January meeting. The Superintendent is also responsible for ensuring that the District is in full compliance with the Superintendent Pay Transparency Act. Failure to place this issue on the agenda or failure to ensure compliance with the Superintendent Pay Transparency Act will constitute a material breach of this agreement and will constitute grounds for contract termination or cancellation.

Section 2. Salary.

(a) Salary for Initial Term. The Annual Gross Salary shall be:

For the first contract year: \$ 139,775.

The salary for the second contract year shall be set by mutual agreement of the Superintendent and the Board before the February Board meeting with official approved Board action being given at the February Board meeting. This salary shall in no event be less than the annual salary for the immediately preceding contract year.

(b) Salary for Extended Terms. The salary for any renewal or extension periods shall be set by mutual agreement of the Superintendent and the Board at the February Board meeting preceding that contract year. This salary shall in no event be less than the annual salary for the immediately preceding contract year.

(c) Payment of Salary and Adjustments. In consideration of the annual gross salary to be paid in the first year, and to be negotiated later for the second year, 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. Annual net salary shall be paid in equal installments in accordance with the policy of the Board governing payment of the professional staff employees of the District. The Superintendent's salary shall not be reduced during the term of this Contract except for just and sufficient cause as authorized by law.

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. Subject to the approval of the Board, the Superintendent shall be responsible for organizing, reorganizing and arranging 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 be responsible for selecting, placing, and transferring personnel. He shall be responsible for initiating all personnel matters which require action by the Board, including making recommendations to the Board concerning the termination or discharge of any personnel. 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, by agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations by utilizing vacation days unless such activity benefits the District.

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 promptly refer all criticism, complaints and suggestions called to their attention to the Superintendent for action, study or recommendation, as appropriate.

Section 6. Cancellation or Mid-Term Amendment. The Contract of the Superintendent may be cancelled 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 State Board of Education; (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; or (j) any other conduct or condition that substantially interferes with the continued performance of the superintendent's duties. The procedures for cancellation during the term of the contract shall be in accordance with the applicable *Nebraska Revised Statutes*.

Section 7. Disability. If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than forty (40) days, or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished 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 state reimbursement rate.

Section 9. Fringe Benefits.

- a. Health Insurance.** The Board shall provide to the Superintendent the \$1,900 Deductible EHA health insurance coverage that he qualifies for.
- b. Dental Insurance.** The Board shall provide to the Superintendent employee/spouse/children dental insurance which is equivalent or superior to Blue Cross Blue Shield Family Full Payment.
- c. Sick Leave.** The Superintendent shall have fifteen (15) days of paid sick leave for each Contract Year. Sick leave days may be used by the Superintendent on days which the Superintendent is unable to perform his duties because he is sick. Unused sick leave may be

carried over from Contract Year to Contract Year. In no case shall the Superintendent accumulate more than forty-five (45) days of unused sick leave. The Superintendent shall maintain, and keep current, a record of his sick leave which the Superintendent shall make available to the Board at the July Board meeting of each year during the term of this Contract and upon the Board's request.

d. The Superintendent will be able to roll over his unused sick leave days from his principal position in the first contract year only.

e. **Professional Development.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.

f. **Professional Dues.** The school district will pay the annual dues for the Superintendent's membership *in professional organizations as approved by the board.*

g. **Disability Insurance.** The Superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.

h. **Vacation Leave.**

1. Amount and Use. The Superintendent shall be allowed fifteen (15) working days of vacation leave each contract year exclusive of Saturdays, Sundays, and legal holidays. It is understood, however, that the Superintendent may from time to time be required to perform duties on Saturdays, Sundays, and legal holidays. Vacation days are to be used in a manner and at times selected by the Superintendent; provided that the Superintendent shall make reasonable efforts to not schedule leaves which would cause the Superintendent to not be able to attend regular meetings of the Board of Education or important school functions, and the Superintendent shall provide information such that the Superintendent may be contacted when necessary.

2. **Vacation Accumulation.** Since the Board and the Superintendent agree that periodic vacation is beneficial to "recharge," the Superintendent shall use a least ten (10) days of vacation each year. The Board and Superintendent agree that the Board may require the Superintendent to use his vacation days. At the end of each contract year, the Board shall give the Superintendent up to 15 days to bring his

total accumulation to 15 days. For example, if the Superintendent uses 10 vacation leave days in one contract year, he shall carry over 5 days into the next contract year and shall be awarded an additional 10 vacation leave days for the next contract year. In no event shall the Board give the Superintendent additional vacation days that would bring the Superintendent's total accumulation over 15 days.

Section 10. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 11. 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 12. 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, shall be refunded by the Superintendent.

Section 13. Evaluation. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used.

Section 14. Legal Actions. If any legal action, including but not limited to professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's good faith performance of his duties for the Board, the Board shall pay the expenses of defending such legal action to the maximum extent permitted by law. Notwithstanding anything herein to the contrary, this section shall not apply to legal actions, including, but not limited to professional practice complaints, initiated by the Board against the Superintendent.

Section 15. Physical or Mental Examination. The Board shall have the authority to require the Superintendent to undergo a physical or mental examination by a physician and/or psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

Section 16. 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 17. 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 18. 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 _____ day of _____, 2026.

President, Board of Education

Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT this ____ day of _____, 2026.

Superintendent