

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Dakota County School District 11, a/k/a South Sioux City Community Schools**, hereinafter referred to as “the Board,” and **Dr. Rony Ortega**, 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 12th day of December, 2022, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

**1. Term of Contract.** This Contract is for a term of three (3) years beginning on the 1st day of July, 2023, and expiring on the 30th day of June, 2026. A “contract year,” for purposes of this Contract, shall be from July 1st to June 30th.

**2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular December board meeting** of the Board’s intention to consider the renewal or amendment of this Contract, then the Contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this Contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November meeting** of each year of this Contract and shall make the renewal of his employment contract an agenda item for the regular **December** board meeting during each year of the Contract. At the time of each Contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the district has complied with the Superintendent Transparency Act.

**3. Salary.** The annual salary shall be: Two Hundred Thousand Dollars (\$200,000.00). Said annual salary shall be paid in equal installments, beginning in July, 2023, and 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, shall not 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 or complete restatement 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 ending date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly

extend such end 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 Mandatory Withholdings, Internal Revenue Service and Nebraska Department of Revenue Tax regulations, Social Security, and the Nebraska School Employees' Retirement Act. Other deductions may be withheld as required or otherwise agreed to by the parties to this Contract.

**4. Professional Status.** 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 to 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 is 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 92 NAC 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.

**5. Superintendent's Duties.** The Superintendent is employed as the Superintendent. 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 be subject to such other duties as the Board may assign. The Superintendent agrees to devote full time to the assigned duties, provided that, with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties outside of employment with the District

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations, directions, and expectations of the Board of Education. The Superintendent shall, in all respects, diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular, dependable, in-person

attendance at meetings of the Board and committees of the Board, and other assigned duties, is an essential function of the Superintendent's position.

**6. 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. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. 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. The parties further agree that a good and positive working relationship between the Board and the Superintendent is an essential function of the Superintendent's position and a material term of this Contract.

**7. Contract Cancellation.** 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 in the State of Nebraska; (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 indicate in writing, upon request by the Board President, whether the Superintendent desires to remain employed by the District and extend this Contract beyond the Contract's current end date; (7) failing to establish and maintain a good and positive working relationship with the Board; (8) lying or making a material misrepresentation or omission during the job application process; and/or (9) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter 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 implemented by the Board President and enforced in accordance with applicable law. Upon lawful cancellation or the ending of this Contract, 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 ending bears to the twelve months in the annual salary period in which ending occurs. Any portion of the salary paid, but not earned, prior to the date of the ending 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 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 incapacity, or 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 position for which the Superintendent is employed, the Board of Education may cancel this Contract whereupon the respective duties, rights and obligations hereof shall end.

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

- A. Health Insurance. The District shall pay for family health insurance for which the Superintendent is qualified under the District's group insurance plan.
- B. Dental Insurance. The District shall pay for family dental insurance for which the Superintendent is qualified under the District's group insurance plan, with coverage equal to that provided to teachers.
- C. Vision Insurance. The District shall pay for family vision insurance for which the Superintendent is qualified under the District's insurance carrier.
- D. Life Insurance. The Superintendent shall be provided basic term life insurance with a death benefit of \$50,000.
- E. Sick Leave. The Superintendent shall be allowed 10 working days of sick leave at the beginning of each contract year. The number of unused sick leave days may carry over from one contract year to the next contract year, except the Superintendent shall never have more than 60 six leave days accumulated at any time. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of his sick days and shall provide the Board of Education with a report of his accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused sick leave days upon the ending of his employment with the District.

- F. Disability Insurance. The Superintendent shall purchase long-term disability insurance from the District's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.
- G. Vacation. The Superintendent shall be allowed 20 working days of vacation leave at the beginning of each contract year. Any unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be twenty (20) days. The Superintendent is expected to take all vacation leave each contract year and, upon ending employment, the Superintendent agrees that no unused vacation days will be paid to the Superintendent in any amount. The Superintendent shall keep complete and accurate records of his vacation days and shall provide the Board of Education with a report of his vacation leave at least quarterly.
- H. 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. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.
- I. Professional Dues. The school district will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators, American Association of School Administrators, and a local service club of the Superintendent's choosing.
- J. Physical Examination. The Superintendent agrees to have a comprehensive physical examination performed by a licensed physician once each year during the term of this Contract. A written report by the physician performing such examination certifying to the physical competency of the Superintendent shall be filed with the Secretary of the Board and treated as confidential information by the Board, The cost of such physical examinations and physician's reports shall be paid by the District.
- K. Bereavement Leave. The Superintendent shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Superintendent will be allowed up to two (2) days of paid bereavement leave per year.
- L. Cell Phone. The Superintendent shall have a cell phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the workday. The School District shall reimburse the

Superintendent in the amount of \$50.00 per month for the Superintendent's cell phone costs.

- M. Expense Reimbursement. The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 et seq.) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is more than \$1,500.00
  
- N. Moving Expenses. The Board shall reimburse the Superintendent for the reasonable and necessary relocation and moving expenses incurred, as a direct result of acceptance of this Contract, in an amount not to exceed \$5,000.00. The Superintendent shall provide to the Board President the written invoice(s) and statement(s) from the moving company or other entity employed to accomplish the Superintendent's move, and the Superintendent will be entitled to reimbursement only for the actual amounts paid by the Superintendent for the move.
  
- O. 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.
  
- P. Avoidance of Fines or Penalties. The Board may elect to not provide any benefit set forth in the Contract in the event the Board determines, in its discretion, that the provision of the benefit would result in a fine, penalty, or would otherwise be deemed unlawful or contrary to the best interests of the School District. In the event that the Board makes such an election, then the Board shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine, penalty, or the like, and in the event such is not available, then 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).

**9. Residence/Domicile in School District.** The Superintendent shall have his domicile and principal residence within the boundaries of the District as they exist on

the first duty day for the Superintendent under the terms of this Contract; and, the Superintendent shall maintain his domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in his first year of employment with the District and does not have his domicile and principal place of residence within the District at the time of his employment, the Superintendent shall move his domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the school district; (3) to be involved in school and community activities bringing him in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which he is the educational leader.

**10. Release of Contract.** There shall be no penalty for release by the Superintendent from this Contract so long as the resignation becomes effective at the end of the remaining term of the Contract.

**11. Evaluation of the Superintendent.** The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year, unless the Board deems additional evaluations are 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. By November 1st of each contract year, the Superintendent shall remind the Board President of the need to evaluate the Superintendent. Nothing in this Paragraph prevents the Board, or individual Board members, from providing additional feedback to the Superintendent outside of a formal evaluation.

**12. Disciplinary Action.** The parties agree that the Board President may place the Superintendent on paid leave by delivering written notice of the same when the Board President determines it is in the best interests of the School District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising him of the alleged reasons for the proposed action and provided the opportunity to present his version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the

school board for a formal due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

**13. 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.

**14. Amendments and Severability.** This Contract may be modified or amended only in 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.

Executed this \_\_\_\_ day of December, 2022.

Executed this \_\_\_\_ day of December, 2022.

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Dr. Rony Ortega, Superintendent

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President, Board of Education