

SUPERINTENDENT CONTRACT

It is hereby agreed by the **Board of Education of Custer County School District 21-0084, A/K/A Sargent Public Schools**, in the State of Nebraska, (here-in-after called the "Board") and its action as found in the Sargent Public School minutes of the meeting held on February 27th, 2024 has and does hereby employ **Byron Olsen** as Superintendent for a 1 year period commencing July 1, 2024. All parties agree that the employee shall perform the duties of Superintendent in and for the public schools in the district as prescribed by the laws of the State of Nebraska and by the written policies, rules, and regulations made hereunder by the board of the district.

1. In consideration of a salary of \$130,000 for the 2024-25 school year, and the further agreements and considerations hereinafter stated the Board and chief administrative head of the school system agree to said contract. 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. The Board retains the right to adjust the annual salary upward during the term of this contract, as an amendment, without such adjustment constituting a new or amended contract or extending the term of this contract.
2. The Superintendent shall receive benefits to include Family Health and Family Dental insurance as per policy of other certified employees of the district.
3. The Superintendent shall receive Long Term Disability Insurance and Life Insurance as per policies of the district.
4. During the term of this Contract the Superintendent may be discharged, by the Board from employment with such Board in the event he violates any provision of this agreement, or performs any act 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) conviction of a felony; or (e) general neglect of the business of the school. The Board shall not act arbitrarily or capriciously in calling for the discharge of the Superintendent and under no circumstances shall a discharge be effective unless the Superintendent has been given the cause or causes for discharge in writing and has been given due notice of an opportunity for a hearing before the Board. During this hearing evidence in support of the cause for discharge shall be presented and the Superintendent shall be afforded a reasonable opportunity to present evidence in his behalf 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.
5. 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 permission of a majority of the Board, undertake consultative work, speaking engagements, writing, lecturing or other professional activities.

6. 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 of the selection, placement, and transfer of personnel shall be with the Superintendent with approval of the Board. The Board or its individual members shall *refer all* criticisms, complaints, and suggestions to the Superintendent for study and recommendation.
7. Should the Superintendent be unable to perform any 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 of such nature as will make the performance of the Superintendent's duties impossible, the Board may in their discretion, terminate this agreement, whereupon the respective duties, rights and obligations of both parties shall be terminated.
8. The Board shall reimburse the Superintendent the standard mileage reimbursement rate established by the Department of Administrative Services for mileage required in the performance of his official duties during the term of his employment.
9. The Superintendent shall be allowed a total of 20 days' vacation leave annually, exclusive of legal and school holidays. Additionally, the Superintendent shall receive 35 sick leave days per year with no accumulation and 3 personal leave days.
10. This Contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security, and Teacher's Retirement. Other deductions may be withheld agreed to by the parties of this Contract. This Contract is deemed to have been agreed upon and executed subject to all provisions of the Laws of the State of Nebraska.
11. The Board 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.

12. The Superintendent shall receive personal benefits accorded to other professional employees of the districts, except as otherwise provided in this Contract, and such other benefits that may be determined by the Board. Included benefits shall be dues to appropriate local, state, and national professional education associations.
13. There shall be no penalty for release or resignation by the "Administrator" from this Contract. No resignation, however, shall become effective until the close of the Contract unless accepted by the Board, which shall have the right to fix the time at which the resignation shall become effective.
14. Failure to notify the Superintendent in writing, no later than the February Board meeting, of the Board's intention not to renew this Contract shall result in the automatic extension of the Contract for one year.

Executed this 11th day of March, 2024.

Byron Olsen, Jr.

Superintendent

Executed this 12th day of March, 2024.

Rolland W. Ditzler

President, Sargent Board of Education

Chandra Harkay

Secretary, Sargent Board of Education