

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of Merrick County School District 0049 (commonly known as Palmer Public Schools and referred to herein as "the Board" and "School District" respectively) and, Dr. Joel Bohlken, referred to herein 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 11th day of December 2023, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment subject to the terms and conditions set forth in this Contract.

1. Term of Contract. The Superintendent shall be employed for a period of two (2) years beginning on the 1st day of July, 2024 and expiring on the 30th day of June, 2026. Failure on behalf of the Board to provide written notice prior to December 31, 2025 of the Board's intent to non-renew this contract shall constitute an automatic one-year renewal of this contract at \$149,332.

2. Annual Salary. The Superintendent's salary for the 2024-2025 contract term shall be \$146,404. The Superintendent's salary for the 2025-2026 contract term shall be \$149,332. Said annual salary shall be paid monthly in 12 equal installments in accordance with the practice of the Board governing payment of other professional staff employees of the District. The Board shall not reduce the Superintendent's salary or benefits during the term of the contract, but may increase the salary and/or benefits during the term of this contract, as an amendment hereto, without such amendment constituting a new contract, requiring a hearing, or extending the length of this contract. In consideration of the annual salary and of the further agreements and considerations hereinafter stated, the Superintendent agrees to perform his duties faithfully in and for the District as prescribed by the laws of the State of Nebraska, by the rules of the Nebraska Department of Education, and by the policies, rules, regulations, and directives of the Board.

3. Professional Status. The Superintendent affirms that he is not under contract with another school board or board of education covering any part of or all of the term provided in this Contract. Throughout the term of this Contract he will hold a valid and appropriate certificate from the Nebraska Department of Education authorizing him to act as the superintendent in the State of Nebraska, which certificate shall be registered as required by law.

4. Superintendent's Duties. The Superintendent's duties shall be as prescribed by this Contract, by Board policies, and by Board directives. Subject to the approval of the Board, he 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. He shall administer the instruction and business affairs with the assistance of his staff. He shall be responsible for initiating all personnel matters which require action by the board, including the selecting, placing and transferring of personnel, and 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 throughout the term of this Contract; provided, by agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the District's chief administrative officer and shall be responsible for implementing Board policy. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other. The Board members, individually and collectively, will promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for action, study and/or recommendation, as appropriate.

6. Discharge. Throughout the term of this Contract, the Board may discharge the Superintendent if he materially breaches any provision of this Contract or performs any action which substantially inhibits his ability to discharge his duties, including but not limited to behavior which constitutes (a) incompetence, (b) immorality, (c) intemperance, (d) cruelty, (e) conviction of a felony, (f)

neglect of duty, (g) general neglect of the business of the District, (h) unprofessional conduct, or (i) physical or mental incapacity. The procedures for canceling this Contract during its term shall be in accordance with applicable state statutes.

7. Disability. If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and such disability shall continue for more than three (3) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may, in its discretion, cancel or terminate this Contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate.

8. Physical Examination. The Superintendent agrees that, at the request of the Board, he will have a comprehensive physical and/or mental examination performed by a licensed physician or physicians of the Board's choosing during the term of this Contract. The Superintendent agrees that he will authorize the physician performing each such examination to provide the Board with a determination whether the Superintendent is physically and/or mentally capable of performing the essential functions of his position, and the basis for his or her judgment. The cost of such physical examinations and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

9. Transportation. The Board shall provide the Superintendent with a vehicle for transportation required in the performance of his official duties or shall reimburse him for such transportation at the rate prescribed in board policy.

10. Sick Leave. The Superintendent shall be allowed ten (10) working days of sick leave during each contract year. The term "working days" shall not include any Saturday, Sunday or school holiday. The Superintendent may carry over any unused sick leave days from one contract year to the next, subject to a maximum accumulation of forty-five (45) days.

11. Bereavement Leave. The Superintendent shall be allowed five (5) working days of bereavement leave in the event of death of children, spouse, parents, grand-parents, parent-in-law, sister, brother, sons-in-law, daughters-in-law, sister-in-law, brother-in-law, grand-children, uncles, aunts, nieces, or nephews which will not be charged against accumulated sick leave. An additional five (5) days may be granted. These additional days will be deducted from the accumulated sick leave. Full pay deduction will be made after ten (10) days based on the length of the superintendent's contracted days. Death of a friend or relative (not covered in bereavement leave) would be charged against sick leave (or personal leave if sick leave has been depleted). In the event sick leave and personal leave have been depleted, full pay deductions shall be made.

12. Annual Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave during this Contract to be used in a manner and at times selected by him. The term "working days" shall not include any Saturday, Sunday, or school holiday. Upon written request submitted by the Superintendent to the Board President or Secretary prior to the conclusion of any contract year, the Board agrees to compensate the Superintendent for a maximum of 10 unused vacation days at the rate of 1/240th of the Superintendent's annual salary per day of unused vacation. Any such compensation shall be paid in a lump sum, in the payroll cycle immediately following the conclusion of the contract year. The Superintendent shall establish and use a system whereby he records all days of vacation leave at the time he takes them, and reports such usage to the Board upon request. The Superintendent shall be granted Memorial Day and Independence Day as well as all Board approved (per annual calendar) non-school/non-workday breaks during the school year, as holidays without loss of pay.

13. Professional Development. The Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state and national levels but attendance at national level shall not exceed one per two-year period and reimbursement for such shall not exceed \$2,500.00.

14. Additional Benefits. The Superintendent shall receive the following additional benefits:

- Family health insurance with family dental as negotiated by PEA

- Dues to AASA, NCSA, ASCD.
- Two (2) days personal leave cumulative to five (5).
- Disability insurance

15. Release from Contract. The Board will not accept resignation or request for release from contract during the first year of the contract. In the second year of contract the Board shall accept resignation or request for release from the second year of the contract prior to February 15; such resignation/release effective June 30 of the same year. There shall be no penalty for release or resignation by the Superintendent from this contract other than forfeiture of compensation for vacation unused as of June 30.

16. 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 annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent.

17. 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.

18. 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.

19. 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.

20. Liability. The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the District, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful. 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.

21. Contract. The failure to return a signed copy of the contract to the President of the Board of Education of the District on or before January 8, 2024 shall constitute a rejection by the Superintendent of the offer of employment but shall in no case affect any contract currently in existence.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this 11th day of December, 2023.

Secretary, Palmer Board of Education

President, Palmer Board of Education

Executed by the Superintendent this _____ day of _____, 20____.

Dr. Joel Bohlken, Superintendent

Superintendent Pay Transparency Notice—Proposed Contract Dr. Joel Bohlsen

Notice is hereby given that Palmer Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on December 11, 2023 at 7:00 pm at the Conference Room in Palmer, Nebraska.

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After the 2023/24 school year, how many years remain on the contract:
(Column F must be completed if additional years remain on contract.)

The estimated costs to the district for the 2024/25 year and future years are listed below:

	2024/25 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 146,404.00	\$ 149,332.00	\$ 295,736.00
Compensation for activities outside of the regular salary:			
• Extended contracts / Activities outside of regular salary			\$ -
• Bonus/Incentive/Performance Pay			\$ -
• Stipends			\$ -
• All other costs not mentioned above			\$ -
Benefits and Payroll Costs Paid by district:			
• Insurances (Health, Dental, Life, Long Term Disability)	\$ 29,740.92	\$ 30,335.00	\$ 60,075.92
• Cafeteria Plan Stipend			\$ -
• Cash in lieu of insurance			\$ -
• Employee's share of retirement, deferred compensation, FICA and Medicare if paid by the district			\$ -
• District's share of retirement, FICA and Medicare	\$ 26,143.00	\$ 26,665.00	\$ 52,808.00
• IRS value of housing allowance			\$ -
• IRS value of vehicle allowance			\$ -
• Additional leave days			\$ -
• Annuities			\$ -
• Service credit purchase			\$ -
• Association / Membership dues	\$ 350.00	\$ 350.00	\$ 700.00
• Cell Phone/Internet reimbursement			\$ -
• Relocation reimbursement			\$ -
• Travel allowance/reimbursement			\$ -
• Mileage Allowance			\$ -
• Educational tuition assistance			\$ -
• All other benefit costs not mentioned above			\$ -
Totals:	\$ 202,637.92	\$ 206,682.00	\$ 409,319.92