

GRAND ISLAND PUBLIC SCHOOLS SUPERINTENDENT OF SCHOOLS EMPLOYMENT CONTRACT

THIS CONTRACT is made by and between the Board of Education of Hall County School District 2, a/k/a Grand Island Public Schools (hereafter "Board"), and Dr. Tawana Grover (hereafter "Superintendent").

NOW, THEREFORE, in accordance with action taken by the Board as recorded in the minutes of the meeting held on the 14th of April, 2022, the Board hereby agrees to employ the Superintendent and the Superintendent accepts such employment subject to the following terms and conditions:

1. **Term.** This Contract is for a term of three years, beginning on the 1st day of July, 2022 ("Commencement Date") and ending on the 30th day of June, 2025 ("Termination Date"). During the term of this Contract each July 1st to June 30th is deemed one "Contract Year".

2. **Salary.** The Superintendent's annual salary for the July 1, 2022 to June 30, 2023 Contract Year shall be Two Hundred Ninety-Four Thousand and One Hundred Ninety-Nine Dollars and 36/100 Cents, (\$294,199.36). The annual salary shall be paid in equal installments in accordance with the Board's policy governing payment of administrative staff employees. The annual salary for the second and third Contract Years will be set by the Board.

The Board and the Superintendent may by mutual agreement adjust the Superintendent's salary during the term of this Contract. Any adjustment in the salary made during the term of this Contract shall be in the form of a written amendment and shall become a part of this Contract; provided, however, that: a) at no time during this Contract shall the Superintendent be paid at an annual salary rate, below the annual salary specified in the previous paragraph; b) in making any such salary adjustment it shall not be considered that the Board has extended or entered into a new contract; c) the Termination Date of this Contract shall not be extended unless the Board, 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 years.

This Contract shall conform to the regulations governing deductions with reference to tax withholdings, Social Security, Medicare, and the School Employees Retirement Act, as those regulations apply to the salary and benefits stated herein. 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. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the Board, and (2) the paid leave day is taken on a day the Superintendent would otherwise be expected to be at work; and (3) the Superintendent has met the conditions for such leave to be taken as applicable to each specified form of paid leave, subject to the following:

Sick Leave - The Superintendent shall be allowed ten working days of sick leave each Contract Year. Unused sick leave may be carried over from one Contract Year to the next succeeding Contract Year for a maximum of ninety sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for a succeeding Contract Year or years until the accumulated number of days is less than ninety, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of ninety days.

Family Illness - Up to ten days for each Contract Year may be used from sick leave for family illness. Eligible family members include spouse, child, parent, brother, sister, grandparent (in-laws of the same) or other person living in the Superintendent's home as a family member.

Bereavement Leave - Three days per occurrence for each Contract Year are allowed for the death of an immediate family member. Immediate family members include spouse, child, parent, brother, sister, grandparent (in-laws of the same) or other person living in the Superintendent's home as a family member.

Holidays - The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, and Memorial Day.

Vacation - The Superintendent shall be allowed ten days of vacation leave during each Contract Year. Unused vacation days may be carried over from one Contract Year to the next succeeding Contract Year, for a maximum of forty days of vacation. Each Contract Year, the Board will make a contribution to the Grand Island Public Schools 403(b) Plan

(the "403(b) Plan") in an amount equal to the value of up to five unused vacation days, as provided in Section 3.C. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year). Earned, but unused vacation, will be paid at the time of separation at the effective daily rate of pay at the time each vacation day first became available.

Professional & Consulting Leave – the Superintendent shall be entitled to an additional five days of paid leave for professional and consulting activities.

There is no carry-over or accumulation of family illness leave, bereavement leave, holiday leave or professional & consulting leave from one Contract Year to the next. Unused sick leave, family illness leave, bereavement leave, unused holidays or professional & consulting leave shall not be included in the wages due and payable at the time of the termination of employment.

Leave Log. The Superintendent shall maintain a vacation and sick leave log which shall be available to the Board for review and she shall communicate quarterly, in writing, with the Board President regarding the dates and total hours of paid leave taken in the preceding quarter. For the purpose of this section, the term "working days" shall not include Saturdays, Sundays, or legal holidays.

B. Health and Dental Insurance. The Board shall provide the Superintendent with, and pay the premiums for, employee coverage under the group health and dental insurance sponsored by the school district, consistent with the health and dental insurance options offered to certificated staff. The Superintendent may at her own expense select additional spouse, family or children insurance options through the school district's insurance plan.

C. Employer Retirement Contribution. In each Contract Year, the Board shall make a nonelective contribution to the 403(b) Plan on the Superintendent's behalf equal to Twenty Thousand Dollars (\$20,000) (the "Lump Sum Contribution"). In addition to the Lump Sum Contribution, if the Superintendent has reached the maximum vacation accrual permitted by Section 3.A, the Board shall make a nonelective contribution to the 403(b) Plan in an amount equal to the value of up to five vacation days at

Superintendent's daily compensation rate (the "Vacation Conversion Contribution"), determined as follows:

- (i) For purposes of this Section 3.C, the Superintendent's daily compensation rate for each Contract Year equals the Superintendent's annual salary provided in Section 2, divided by two hundred sixty (260).
- (ii) At the beginning of each Contract Year, the Board or its designee will determine whether the accrual of an additional ten (10) days of vacation (as provided in Section 3.A) would cause Superintendent's vacation day balance to exceed forty (40) days. If Superintendent's vacation day balance will not exceed that limit following such accrual, no Vacation Conversion Contribution will be made with respect to the Contract Year. Otherwise, the Board will make a Conversion Contribution on Superintendent's behalf equal to the daily compensation rate multiplied by the lesser of: (a) the number of vacation days that will not accrue due to the forty (40) day accrual limit in Section 3.A; or (b) five (5); provided that the Vacation Conversion Contribution shall be reduced as necessary to comply with the contribution limits imposed by the terms of the 403(b) Plan and the Internal Revenue Code.

4. **Dues.** The Superintendent shall attend appropriate professional meetings at the local, state and national levels at the expense of the Board and shall be reimbursed for ordinary and necessary expenses incurred relative to employment and consistent with Board policies, regulations, and guidelines. Before attending professional meetings at the national level, the Superintendent shall request the Board's approval. In addition, the Board shall pay the Superintendent's annual dues to professional organizations including, but not limited to, the American Association of School Administrators, Nebraska Council of School Administrators and others annually.

5. **Duties.** The Superintendent shall perform the duties usually and customarily performed by an individual who is employed as the superintendent of a school district that is comparable in size and composition, and shall include: (i) responsibility for the day to day administration of the instructional and business affairs of the school district; (ii) responsibility for the implementation of Board Policy; (iii) initiating all personnel actions that require Board action, including recommendations concerning termination, cancellation or non-renewals; organizing, administering and supervising the school district's supervisory staff; and, subject to Board approval, (iv) the selection, placement and transfer of personnel. The Superintendent shall report to the Board. The exact nature and extent of the Superintendent's duties shall be as defined from time to time by the

Board, in its sole discretion. The Superintendent shall in all respects diligently and faithfully perform the assigned duties as the Superintendent to the best of her professional ability. Dependable attendance at meetings of the Board and other assigned duties is an essential function of the Superintendent's position.

The areas of general administration, instruction, human resources, communications, government relations, and business affairs will be lodged with the Superintendent and administered by her with the assistance of her staff. The Superintendent shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the school district and in general perform all duties incident to her office as prescribed by Board policy and such other duties as may be prescribed by the Board from time to time. In performing the foregoing duties, the Superintendent shall be subject to the laws of the State of Nebraska and the policies, regulations and directives of the Board.

The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the school district, and shall have primary responsibility for implementation of Board policy. In cases of no Board policy or an emergency, the Superintendent is authorized to take action as necessary or appropriate to the situation.

The Board, individually and collectively, shall promptly refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action. The Superintendent shall investigate such matters, or cause such matters to be investigated, and when requested or as is otherwise necessary, shall inform the Board of the results of such investigations. Requests by Board members for substantive information shall be made to the Superintendent and not to individual members of the school district's staff.

As required by Board policy, the Superintendent shall evaluate all Assistant and/or Associate Superintendents and report on the same to the Board.

The Superintendent shall be accessible to the Board and the leadership team by cellular phone, text messaging or electronic mail to respond to emergencies or time-sensitive issues that may arise during weekends, holidays, or before and after the regular office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, that could not otherwise be handled during regular office hours.

The Superintendent will devote substantially all of her available working time, skill and energy to performing the duties required by her position as Superintendent and will not engage in any other business or occupation except to the extent the same is expressly approved in advance and in writing by the Board; provided, however, that nothing herein shall be deemed or construed to limit or restrict the ability of the Superintendent to engage in activities that are incident to

the ownership or management of personal investments or to participate in professional activities such as consulting, speaking, writing or lecturing, so long as such activities do not interfere with the ability of the Superintendent to perform her duties hereunder or conflict with the interests of the District. For purposes of this paragraph, "working time" shall not include established breaks during the academic year (between the first day of the first quarter and the last day of the fourth quarter) during which students and teachers are not present within the District's school facilities; provided however, Superintendent may from time to time be required to perform such duties during these breaks and on weekends, as are usually and customarily performed by an individual who is employed as the superintendent of a school district.

6. Contract Termination, Cancellation and Amendment. The Superintendent's contract may be canceled, amended or terminated at any time during the term of the contract, 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 school district, or which substantially inhibits her 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) conviction of a felony or misdemeanor or conviction of any crime involving dishonesty, false statement, abuse, substance abuse or legal impairment as a result of substance use, neglect or sexual misconduct; (3) any representations in this Contract being determined to be false or incorrect; and (4) 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; or (h) other conduct which interferes substantially with the continued performance of duties. 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 school district by the Superintendent, shall be set-off from sums due to the Superintendent and, if the sums owing to the school district are in excess of the sums due to the Superintendent, the amount owing shall be immediately refunded by her.

This Contract shall immediately terminate in the event of the Superintendent's death and shall immediately terminate in the event the Superintendent is continuously disabled for a period of one hundred twenty (120) consecutive days, has exhausted all available leave, and is unable to return to

work on a full-time basis and perform the essential functions of her job, with or without reasonable accommodations.

The Board may, at its expense, require a certificate of health and physical fitness of the Superintendent at any time while this Contract is in force. Should the Superintendent be unable to perform her duties by reason of mental or physical incapacity, and said disability exists for a period exceeding her sick leave allowance, the Board may, in its discretion, make a proportionate reduction from the salary and benefits.

7. Legal Requirements. The Superintendent affirms that: (1) all information set forth in her application for employment and other information provided by her in seeking employment are true and accurate, and if said information ceases to be true, she will advise the Board immediately; (2) the Superintendent has never been convicted or pled no contest or otherwise been adjudicated as having committed a felony, misdemeanor, or any other offense involving moral turpitude or any other offense involving abuse, neglect or sexual misconduct as defined by Sections 003.12 through 003.14 of 92 NAC 27; (3) the 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; (4) 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; (5) 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; (6) the Superintendent is not under contract with another board of education within the State of Nebraska or elsewhere covering any part of or all of the same time of performance as provided for in this Contract; and (7) there shall be no penalty for release of the Superintendent from this Contract, provided her resignation shall not become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date as agreed upon by Board and superintendent.

8. Mileage Reimbursement & Office. While traveling outside the school district on official duties the Board shall provide the Superintendent with a district-owned vehicle or shall reimburse her for such transportation at the rate established by the Internal Revenue Service for business mileage.

The Board will provide the Superintendent with a furnished office and incidental office equipment such as a desk top computer and a laptop computer. The Superintendent shall return all office equipment to the Board in good condition, subject to normal wear and tear, at the termination of employment.

9. **Professional Liability.** The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her official capacity as an agent/employee of the Board, including professional practice complaints, provided the incident or occurrence giving rise to the claim or action took place while she was acting in good faith to perform the assigned duties or directions of the Board, or the duties required by the law of Nebraska, and provided she reasonably believed her action to be in or not opposed to the best interest of the school district and provided she and the Board do not have adverse interests in the matter and with respect to any criminal action or proceeding, she had no reasonable cause to believe that her conduct was unlawful. In no case shall an individual Board member be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

10. **Superintendent's Evaluation.** The Superintendent and the Board shall initiate and assure that the Board's evaluation of the Superintendent is conducted and completed at least twice during the first year of employment and at least once annually thereafter pursuant to *Neb.Rev.Stat. §79-828(2)*. The Board shall adopt an evaluation format and shall evaluate the Superintendent pursuant thereto.

To conclude the evaluation, the Board shall meet in executive session for the purpose of discussing the results of the evaluation and any related matters, such as the terms of the Superintendent's Contract. The results of the evaluation and any conclusions drawn by the Board shall be shared with the Superintendent, both verbally, and in the form of a written summary. The Superintendent shall have the right to respond to the results either during an executive session, or in writing, in compliance with the Open Meetings Act. Any written response, along with the written summary of the results, shall be made a part of the Superintendent's personnel file. Following the Superintendent's evaluation or her written response, and at the request of either party, the Board may meet with the Superintendent in executive session to discuss the matter further, in compliance with the Open Meetings Act.

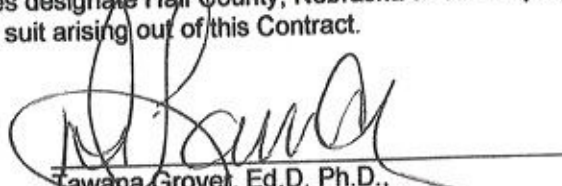
In addition to the results of the Board's evaluation of the Superintendent, the Superintendent and the Board, and other appropriate school officials, shall meet at least once annually for the purpose of establishing goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing. The results of the Superintendent's evaluation and the attainment of previously established goals and objectives shall be among the criteria by which the Superintendent is evaluated as herein provided. This annual meeting shall normally be held during the spring.

11. **Headings.** The headings contained in this Contract are for convenience or reference only and may not be utilized in construing or interpreting this Contract.


12. **Amendments.** Any amendment to this Agreement must be in writing and signed by both parties.

13. **Savings Clause.** If, during the term of this Contract, it is found that a specific clause of the Contract is illegal or unenforceable under either federal or state law, the remainder of the Contract not affected by such ruling shall remain in force, unless such illegality or unenforceability would defeat an essential purpose of the Contract.

14. **Governing Law.** This Contract shall be governed by the laws of the State of Nebraska. The parties designate Hall County, Nebraska to be the proper jurisdiction and venue for any suit arising out of this Contract.



Tawana Grover, Ed.D. Ph.D.,
Superintendent



Lisa Albers,
President, Board of Education,
Hall County School District 2,
a/k/a Grand Island Public Schools