

**RED CLOUD COMMUNITY SCHOOLS  
WEBSTER COUNTY DISTRICT 91-0002  
CONTRACT OF SUPERINTENDENT**

It is hereby agreed by and between the **Board of Education of Webster County School District 91-0002**, also known as the Red Cloud Community Schools, and **Brian Hof**, that the Board, in accordance with its action as found in the minutes of the Board meeting held on **December 19, 2022**, does hereby employ the said **Brian Hof** as Superintendent of Schools, and that the said Superintendent hereby agrees to such employment subject to the following terms and conditions:

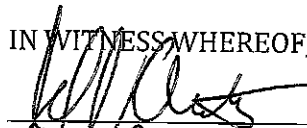
- I. Length of Contract/Renewal: The Superintendent shall be employed for a period of 3 years beginning on July 1, 2023 and ending on June 30, 2026 subject to other terms and conditions of this contract and as governed by §79-824 to §79-842 Neb. Rev. Stat. (or any subsequent revisions of the said applicable statutes). It is understood by and between the parties that this is a contract for services of the undersigned as the superintendent of schools and is contingent upon said superintendent also fulfilling the duties of curriculum coordinator unless agreed upon by both the district and said superintendent. The Superintendent agrees to provide at least 230 days of service to the District over the twelve-month period of each employment year at such times as the Board shall reasonably direct.
- II. Release or Resignation: There shall be no penalty for release or resignation by the Superintendent from this contract, provided that no resignation shall become effective until the expiration of the annual contract year on June 30<sup>th</sup> of each calendar year, unless such a resignation is mutually agreed to by the Superintendent, and the Board, in which case the Board shall fix the time at which the resignation shall take effect.
- III. Compensation: The compensation of the Superintendent shall be set in **Appendix I** of this contract for the contract year extending from **July 1, 2023 to June 30, 2024**. Salary shall be paid in 12 installments unless the Board and Superintendent mutually agree otherwise and in accordance with Board Policies covering payment of District employees. On or before June 30 of each contract year, the Board and Superintendent shall agree to retain or amend **Appendix I**, provided that the annual compensation shall not be reduced from the prior year's contract amount unless such a reduction is part of a uniform plan affecting all certificated staff.
- IV. Professional Status: The Superintendent hereby affirms that Superintendent is not, to his or her certain knowledge, under contract with another Board of Education covering all or part of the same term provided in this contract. The Superintendent further affirms that throughout the term of this contract Superintendent will hold a valid and appropriate certificate to act as a Superintendent in the State of Nebraska, which certificate shall be registered in the office of the Superintendent of Red Cloud Community Schools as required by law.
- V. Duties: The duties of the Superintendent shall be as described in Board of Education Policies or any subsequent revisions of said policies, which duties are incorporated by reference into this contract as if set forth verbatim herein. These duties shall not be amended during the period of this contract without the consent of the Superintendent. The Superintendent agrees to devote his or her time, skill, labor and attention to the duties as Superintendent throughout the term of this contract.

- VI. Board-Superintendent Relationship: The Board shall have primary responsibility for formulating and adopting Board Policies. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for the implementation of the Board's policies. The management of the business affairs and the supervision of the instructional and non-instructional staff and programs of the District are the responsibility of the Superintendent. The responsibility for selection, placement, and transfer of all District personnel shall be with the Superintendent with the approval of the Board. The Board, formally and informally, and its individual members shall refer all criticism, complaints, and suggestions relative to the administration of the District to the Superintendent for study, recommendation, or other appropriate action. Further, this relationship shall be in accordance with Board Policy. Any subsequent revisions of said policies are incorporated by reference into this contract and may only be changed with the mutual consent of the contracting parties.
- VII. Working Conditions: The actual daily and weekly working hours of the Superintendent shall be subject to mutual agreement between the Superintendent and Board. In general, the Superintendent shall be expected to work sufficient hours each day to provide for the carrying out of the duties for which he or she was contracted. Normal daily working hours shall be those specified in the policies and regulations of the District with reasonable time provided for lunch, breaks, etc. The Superintendent shall use his or her discretion in determining working hours on nights, weekends and holidays recognized in the employment procedures of the District. Superintendent shall use his or her discretion in determining which public functions sponsored by the District to attend in accordance with the goal of being accessible to the public and providing personal support for the activities of the District. The Superintendent shall be accessible on a reasonable basis during non-duty time to manage school business.
- VII. Disability: Should the Superintendent be unable to perform his or her duties by reason of illness, accident or other disability beyond his or her control, and should such disability continue for more than six (6) months, or if, in the Board's opinion, such disability is permanent, irreparable, or of such nature as to make performance of his or her duties impossible, the board may terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of such rights, duties, and obligations as may be provided in state or federal law.
- IX. Discharge: Throughout the term of this contract, the Superintendent shall be subject to discharge for just and good causes as defined in §79-827(1), R.R.S. or any subsequent revisions of said section, and for reduction in force under the provisions in §§79-846 and 79-849, R.R.S., or any subsequent revisions of said section. Prior to such action, the Board shall provide the Superintendent with written notice of its intent to consider discharge and the reasons therefore and shall provide for a hearing before the Board under the procedures described in §R.R.S., or any subsequent revisions of said section, and/or such other sections of Nebraska Statutes as are appropriate. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his or her duties while such proceedings are pending under this section.
- X. Evaluation: The Board of Education shall provide the Superintendent with an annual written evaluation of his or her performance. Such evaluation shall be provided each contract year. The Superintendent shall submit to the Board a recommended format for this written evaluation within ninety (90) days of the original effective date of this contract (July 1, 2011). The Board shall meet and discuss the evaluation format with the Superintendent, attempting in good faith to agree on the development and adoption of a mutually-agreeable evaluation format.


- XI. Professional Development: The Superintendent shall attend appropriate professional meetings at the District's expense subject to the Board's approval.
- XII. Liability: The Superintendent shall be indemnified and held harmless by the Board from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his or her individual or official capacity as an agent and employee of the District. The Board further agrees that should allegations be made against the Superintendent before the Nebraska Professional Practices Commission, and should such allegations be as a result of Superintendent carrying out directives of the Board enforcing policies of the Board or carrying out his/her duties under this contract, then the District shall provide legal counsel to defend the Superintendent and pay all resulting legal fees. In no case shall this Section XII apply to any lawsuits, claims, or professional practices complaints arising out of any unlawful conduct by the Superintendent.
- XIII. Governing Laws: The contracting parties shall be governed by all applicable state and federal laws, rules and regulations in the performance of their respective duties and obligations under this contract.
- XIV. Severability: If a court of competent jurisdiction shall declare any portion of this contract invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remaining provisions of the contract.

XV. Signatures:

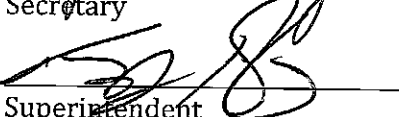
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

  
 \_\_\_\_\_  
 President

3/20/23  
 Date

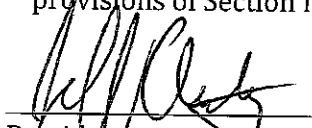
  
 \_\_\_\_\_  
 Secretary

3/20/23  
 Date

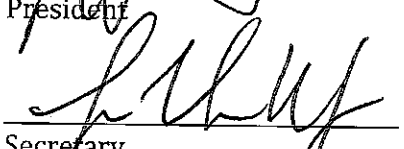
  
 \_\_\_\_\_  
 Superintendent

3/20/23  
 Date

- XVI. Annual Renewal Signatures: If no action is taken prior to April 15, 2022, to invoke the provisions of Section I of this contract, the contract length extends to June 30, 2024.

  
 \_\_\_\_\_  
 President

3/20/23  
 Date

  
 \_\_\_\_\_  
 Secretary

3/20/23  
 Date

APPENDIX I

**SALARY AND BENEFITS FOR  
THE 2023-2024 CONTRACT YEAR**

- I. The Superintendent shall be provided \$136,448.00 in salary for Superintendent duties for the 2023-2024 contract year. Beginning with the 2020-2021 school year and continuing thereafter, the superintendent's salary will increase no less than 1% and no more than 4%. \$1,000 of this pay will be set aside for a scholarship for graduating seniors.
- II. In addition to the salary provided herein, and except as specifically provided below, the Superintendent shall in general be entitled to such paid and unpaid leaves, of those granted by the board pursuant to the appropriate Board Policies. The Superintendent shall be entitled to the following specific benefits:
  - A. The district shall match the Superintendent's contribution to Social Security and Nebraska Teacher Retirement as required by federal and/or state law.
  - B. The District shall provide the Superintendent with full family medical and single dental insurance benefits. Additionally, the District shall provide the Superintendent with the same long-term disability benefits. The Board shall allow the Superintendent to make contributions at his or her expense to tax-sheltered annuities and other investment vehicles as are authorized within the District for other certificated employees.
  - C. The Superintendent shall receive term life insurance benefits.
  - D. The District shall provide 10 days per year (accumulative to 45 days per year) of annual illness/family leave as the latter term shall apply under the Family Medical Leave Act. In addition to the sick leave/family leave, the employee shall be entitled to a total of 5 days of bereavement leave due to the loss of a spouse, parent, child, sibling, aunt, uncle, grandparent, or other family member as the Board may approve. Bereavement leave shall not be cumulative. The Superintendent may, subject to his/her duties being carried out, use sick/family leave for bereavement purposes. This contract expressly provides no personal leave to the Superintendent.
  - E. The Board may consider professional leave, during summer months, to acquire additional education if requested. The amount and time of such leave shall be subject to mutual agreement between the Board and Superintendent.
  - F. With Board approval, the District may allow five (5) working days of professional leave per year for the purpose of teaching, consulting, speaking or evaluating. This leave shall not be used for representing the District at meetings, conferences, or similar activities as described in Section H below.
  - G. The District shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the performance of his or her duties. The District shall reimburse the Superintendent for actual out-of-District travel and related expenses incurred in order to attend activities and events for the purpose of representing the District. Such events might include, but are not limited to, ESU meetings, activity conference meetings, legislative meetings, Department of Education meetings, approved educational



## APPENDIX 2

### Superintendent Duties

The board employs a superintendent of schools to serve as the chief executive officer of the board. The board delegates to the superintendent the authority to implement board policy and to execute decisions made by the board concerning the internal operations of the school district, unless specifically stated otherwise.

The superintendent shall be responsible for the implementation and execution of board policy and the observance of board policy by employees and students. The superintendent shall be responsible for overall supervision and discipline of employees and the education program.

In executing the above-stated duties, the superintendent shall consider the financial situation of the school district as well as the needs of the students. Specifically the superintendent:

- Interprets and implements all board policies and all state and federal laws relevant to education;
- Supervises, either directly or through delegation, all activities of the school system according to, and consistent with, the policies of the board;
- Represents the board as a liaison between the school district and the community;
- Establishes and maintains a program of public relations to keep the public well-informed of the activities and needs of the school district, effecting a wholesome and cooperative working relationship between the school district and the community;
- Attends and participates in all meetings of the board, except when the superintendent's employment or salary is under consideration when the superintendent has been excused, and makes recommendations affecting the school district;
- Reports to the board on such matters as deemed material to the understanding and proper management of the school district or as the board may request;
- Assumes responsibility for the overall financial planning of the district and for the preparation of the annual budget, and submits it to the board for review and approval;
- Establishes and maintains efficient procedures and effective controls for all expenditures of school district funds in accordance with the adopted budget, subject to the direction and approval of the board;
- Files, or causes to be filed, all reports required by law;
- Makes recommendations to the board for the selection of employees for the school district;
- Makes and records assignments and transfers of all employees pursuant to their qualifications;
- Employs such employees as may be necessary, within the limits of budgetary provisions and subject to the board's approval;

- Recommends to the board, for final action, the promotion, salary change, demotion, or dismissal of any employee;
- Prescribes rules for the classification and advancement of students, and for the transfer of students from one building to another in accordance with board policies;
- Summons employees of the school district to attend such regular and occasional meetings as are necessary to carry out the education program of the school district;
- Supervises methods of teaching, supervision, and administration in effect in the schools;
- Attends such conventions and conferences as are necessary to keep informed of the latest educational trends;
- Accepts such conventions and conferences as are necessary to keep informed of the latest educational trends;
- Accepts responsibility for the general efficiency of the school system, for the development of the employees, and for the educational growth and welfare of the students;
- Defines educational needs and formulates policies and plans for recommendation to the board;
- Makes administrative decisions necessary for the proper functioning of the school district;
- Responsible for scheduling the use of buildings and grounds by all groups and/or organizations;
- Acts as the purchasing agent for the board, and establishes procedures for the purchase of books, materials and supplies;
- Approves vacation schedules for employees;
- Conducts periodic district administration meetings; and,
- Performs other duties as may be assigned by the board.
- Supervises the establishment or modification of the boundaries of school attendance and transportation areas subject to approval of the board.
- Directs studies of buildings and sites, taking into consideration population trends and the educational and cultural needs of the district in order to ensure timely decisions by the board and the electorate regarding construction and renovation projects.

This list of duties shall not act to limit the board's authority and responsibility over the Superintendent. In executing these duties and others the board may delegate, the superintendent shall consider the school district's financial condition as well as the needs of the students in the school district.