

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Fillmore County School District 30-0054, a/k/a Shickley Public Schools**, hereinafter referred to as “the Board,” and Sadie N. Coffey, 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 March 13, 2018, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

- 1. Term of Contract.** This contract is for a term of two (2) years, beginning on the 1<sup>st</sup> day of July, 2018, and expiring on the 30<sup>th</sup> day of June, 2020 (the “Initial Term”.) A “contract year” for purposes of this Contract shall be from July 1 to June 30.
- 2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before the seventh day after the regular January board meeting of the last contract year of this Contract of the Board’s intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for an additional term of 2 years 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 December meeting of the last year of this contract and shall make the renewal of her employment contract an agenda item for the regular January 2020 board meeting. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act
- 3. Salary.** The annual salary shall be: \$107,000.00. Said salary shall be paid in equal installments 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 other duties 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, not to 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 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 termination date of this Contract be thereby extended unless the Board of Education, 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 (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

- 4. Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:
- a. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work. The Superintendent shall be on duty all week days and such other days as necessary to perform the duties of Superintendent for the District, except the holidays set forth herein and days elected as vacation, sick leave, or bereavement.
    - (1) Vacation. The Superintendent shall be eligible for up to 15 (15) vacation days each contract year which she may use at times she chooses so long as her absence does not interfere with the proper performance of her duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the Initial Term and for each subsequent contract year, the Board shall give the Superintendent the number of days necessary to restore her total to fifteen (15) days. For example, if she uses 12 days of vacation one year, the board will provide her with 12 days the following year to bring her total to 15 days.
    - (2) Sick Leave. The Superintendent shall be allowed ten (10) working days of sick leave each contract year.
    - (3) Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of forty (40) sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than forty (40), and then only to the extent necessary to restore the total number of available sick days to the maximum of forty (40) days. The Superintendent shall not be compensated for

any unused sick leave existing at the end of the contract year or upon cancellation, termination or non-renewal of this contract.

- (4) Bereavement Leave. The Superintendent shall be entitled to up to five (5) days of paid leave in the event of the death of a member of his/her immediate family. For the purpose of implementation of bereavement leave, the following shall be considered members of the immediate family of the Superintendent: spouse; son; son-in-law; daughter; daughter-in-law; father; father-in-law; mother; mother-in-law; sister; sister-in-law; brother; brother-in-law; grandchild; grandfather; or grandmother.
  - (5) Holidays. The following days shall be holiday days and not working days: July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas Day, New Year's Day, and Memorial Day.
  - (6) Log. The Superintendent shall maintain a monthly current log of used vacation, sick and bereavement leave days which shall be submitted to the President of the Board of Education for review on or before the 8<sup>th</sup> day of each month. The Board of Education shall review the Leave Log on a quarterly basis.
- b. Health and Dental Insurance. The District shall pay for health and dental insurance for which the Superintendent is qualified for under the District's group insurance plan.
  - c. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay for the Superintendent's membership in the Nebraska Council of School Administrators.
  - d. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimburse at the rate set annually by the Board for District travel, provided that the Superintendent shall use the school vehicle whenever possible.
  - e. Cell Phone. The Superintendent shall provide her own cell phone and cell phone plan for use in the course of her employment as Superintendent of Schools. The District shall reimburse the

Superintendent \$40.00 per month for the expense of such cell phone and cell phone plan.

- f. **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.

5. **Duties.** The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions 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 positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. 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.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions 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 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 its attention to the Superintendent for action, study or recommendation, as appropriate.

7. **Evaluation of the Superintendent.** The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular December meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular November meeting**; make her evaluation an agenda item for the regular **December** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.
8. **Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with his duties under Section 1 (Renewal of Contract) or Section 7 (Evaluation) shall constitute a material breach of this contract.

Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity 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 positions for

which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

9. **Representations and Legal Requirement.** 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 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 are 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.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

10. **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.

- 11. 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.
  
- 12. Amendments & Severability.** This Contract may be modified or amended only by a 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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before March 14, 2018, shall constitute a rejection by the Superintendent of the offer of employment.

**Executed by the Board this 13th day of March, 2018.**

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President, Board of Education

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Secretary, Board of Education

**Executed by the Superintendent this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.**

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Superintendent