

CONTRACT OF EMPLOYMENT OF THE SUPERINTENDENT AND ELEMENTARY PRINCIPAL

This contract is made by and between the Board of Education of Leigh Community Schools, legally known as Colfax County School District 19-0039 and referred to herein as the "Board" and the "District" respectively, and Mrs. Stephanie Petersen, referred to herein as the "Superintendent."

WITNESSETH: In accordance with its action taken and recorded in the minutes of its meeting held on the 28th day of February, 2018, the Board offers to employ Mrs. Stephanie Petersen as its Superintendent of Schools and she agrees to accept such employment subject to the terms and conditions set forth below.

1. Term of Contract. This contract is be for a period of two (2) contract years beginning on July 1, 2018 and ending on June 30, 2020. The term "contract year" means the period from July 1st through June 30th.

2. Salary. The Superintendent shall be paid an annual salary of One hundred twenty-seven thousand one hundred dollars. (\$127,100.00) subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments commencing in July 2018 in accordance with the District's payment practices for professional staff members. The salary for the second contract year shall be subject to negotiations between the Board and the Superintendent. The Board shall not reduce the Superintendent's compensation during the contract term except for just and sufficient cause as authorized by law, but it may increase the compensation as an amendment to the contract without the amendment constituting a new contract or extending the contract term.

3. Professional Status. The Superintendent affirms that she is not under contract with another school board or board of education covering any part of the contract term of this Contract. Throughout the term of this contract she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska, which she will register in the central office of the District as required by law. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that she registers her certificate.

4. Duties. The Superintendent shall serve as superintendent of schools for 51 percent of her employment and as elementary principal for 49 percent of her employment. It is understood and agreed that a

superintendent does not acquire tenure and that by being employed less than fifty percent of the time as elementary principal, tenure will not be earned as a principal. As superintendent, she shall be responsible for the administration and operation of the instruction and business affairs of the District. She shall fulfill all the duties and responsibilities of the position of superintendent and of elementary principal as described by Board policies, rules, regulations, and Board directives. She shall perform her duties at a professional level of competence. As elementary principal, she shall be governed during employment by the policies, rules, regulations, and directives of the Board. She shall devote her entire time, skills, and effort to the performance of her duties and shall perform them in an efficient and businesslike manner in accordance with Board policy and directives, the rules and regulations of the Nebraska Department of Education, and state and federal law. She shall not engage in any other business, profession or occupation without the Board's prior written consent. By agreement with the Board, she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out her duties and obligations to the District.

5. **Transportation.** The Board shall provide the Superintendent with transportation or reimburse her for mileage required in the performance of her official duties at the rate approved by the Board.

6. **Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

- a. **Health Insurance.** Family health insurance under the District's group health insurance plan.
- b. **Dental Insurance.** Family dental insurance under the District's group insurance plan.
- c. **Sick Leave.** Eight (8) days of sick leave per year which may accumulate to a total of thirty-four (34) days. If the Superintendent is absent for more than five consecutive days because of illness or injury, the Board may require her to provide a doctor's certificate confirming that the absence was a reasonable and necessary consequence of her illness or injury as a condition of payment. The Superintendent shall not be entitled to any compensation for unused sick leave upon the conclusion of her employment. If she qualifies for disability

pay under the long-term disability policy, she shall be required to take the disability pay instead of sick leave pay.

- d. **Vacation.** Twenty (27) vacation days for the 2018-19 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. Each year, the Board shall add the number of vacation days needed to restore the Superintendent's to 27 days. The parties agree to cooperate to arrange vacation time so as to cause the least inconvenience under the circumstances to the normal operation of the District. The Superintendent shall record her use of vacation days and shall keep such records current and on file in the district's central office. Annually, at the Board's regularly scheduled August meeting, and at other times upon the Board's request, the Superintendent shall report to the Board on the number of vacation days she has used. The Board may require the Superintendent to use her vacation days and, upon the conclusion of her employment, shall compensate her for unused vacation days at the rate of \$40 per day upon the conclusion of her employment.
 - e. **Professional Development.** The Superintendent is expected to continue her professional development and to participate in relevant learning experiences. With the board's approval, she may attend appropriate professional meetings at the local, state, regional and national level, and the Board will pay for reasonable and necessary expenses for attendance at approved meetings.
7. **Evaluation.** The Board shall evaluate the Superintendent twice during her first year of employment and at least once each year thereafter. The Board may evaluate the Superintendent more frequently when, in its sole discretion, it determines more frequent evaluations to be appropriate. The Board shall put its evaluations in writing and discuss them with the Superintendent. She shall sign each evaluation to acknowledge receipt of it, and a fully signed copy of each evaluation shall become part of her personnel file.
8. **Disability.** If the Superintendent is unable to perform her duties by reason of illness, accident or other disability beyond her control, and the disability continues for more than three (3) months, or if the disability is

permanent, irreparable, or of such a nature as to make performance of her duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

9. **Physical or Mental Examination.** The Board may require the Superintendent to undergo a physical or mental examination by a physician and/or psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board shall address whether the Superintendent is able to perform the "essential functions" of her position.

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

11. **Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for sufficient legal reason which shall include, but not be limited to, 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) intemperance; (k) conviction of a felony; or (l) any conduct, event or state of facts that substantially interferes with the Superintendent's continued performance of her duties. The procedures for cancellation or mid-term amendment of this contract shall be in accordance with state statutes.

12. **No Penalty for Release or Resignation.** There shall not be a penalty for the Superintendent's release or resignation from this contract; provided no resignation shall become effective until the expiration of the

contract unless the Board accepts it and fixes the date at which it shall take effect.

13. **Compensation upon Termination.** Upon 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 (12) months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary she was paid but had not earned prior to the date of termination of this contract.

14. **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 contact.

15. **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.

16. **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 enforcement of the remaining provisions of this contract.

President, Board of Education

Dated _____, 2018.

Superintendent

Dated _____, 2018.