

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT ARTHUR COUNTY PUBLIC SCHOOLS

THIS CONTRACT is made by and between the Board of Education of Arthur County Public Schools, legally known as Arthur County School District 03-0500 (herein "the Board" and "the School District" respectively) and Barry Schaeffer (herein "Mr. Schaeffer" or "Superintendent Schaeffer"). The Board agrees to employ Mr. Schaeffer as Superintendent and Principal for grades kindergarten through 6th grade, and he agrees to accept such employment, subject to the terms and conditions set forth below.

Section 1. Term of Contract. Superintendent Schaeffer shall be employed for a period of one year beginning on July 1, 2020, and ending on June 30, 2021, and shall consist of 230 days of service. References to "contract year" shall mean the period from July 1, 2020 through June 30, 2021.

Section 2. Renewal of Contract. If a Board representative does not inform Superintendent Schaeffer in writing on or before the 1st day of March 2020, of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one year beyond the expiration date in Section 1. Superintendent Schaeffer shall remind the Board in writing of this provision on or before the 1st day of February, 2016 and on or before the 1st day of February of any succeeding year of employment.

Section 3. Salary. Superintendent Schaeffer's salary for the 2020-2021 contract year shall be Ninety-Two Thousand Dollars and No Cents (\$92,000) which shall be paid in 12 equal monthly installments beginning in the month of July, 2019. During the term of the contract, the Board shall not reduce Superintendent Schaeffer's salary but may increase it and/or the benefits as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Professional Status. Superintendent Schaeffer affirms that he is not under contract with any other board of education covering any part or all of the term provided in this contract. He is qualified to serve as a principal of grades Kindergarten through 12. By accepting the position of superintendent, Mr. Schaeffer relinquished the opportunity to become a permanent employee of the School District.

Section 5. Superintendent's Duties. Superintendent Schaeffer's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. Superintendent Schaeffer agrees to devote his time, skill, labor and attention to his duties throughout the contract term. He shall be subject to the

direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to him. By agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the School District.

Section 6. Board-Superintendent Relationship. The Board is primarily responsible for formulating and adopting policy. Superintendent Schaeffer is the chief administrative officer for the district and is responsible for implementing Board policy. He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He is responsible for administering the instruction of students and the business affairs of the School District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to Superintendent Schaeffer for action, study and/or recommendation, as appropriate.

Section 7. 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 Superintendent Schaeffer'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 that substantially interferes with Superintendent Schaeffer's continued performance of his duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

Section 8. Disability. If Superintendent Schaeffer is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than two (2) months, or if the disability is permanent, irreparable, or of such a nature as to make performance of his 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 Superintendent Schaeffer under any insurance coverage furnished by the district.

Section 9. Transportation. The Board shall provide Superintendent Schaeffer with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide Superintendent Schaeffer with the following fringe benefits:

- a. Health Insurance.** Family health insurance through the School District's health insurance provider as provided for certificated staff. However, the board will not provide the HRA reimbursement for expenses he incurs in paying costs for the deductible portion of the coverage currently provided to certificated staff. The superintendent will be eligible to accept the High Deductible HSA eligible plan.
- b. Sick Leave.** Superintendent Schaeffer shall be entitled to 12 days of sick leave per year which may accumulate to a total of 30 days.
- c. Vacation Leave.** Superintendent Schaeffer is entitled to twenty (20) vacation days for the 2020-2021 contract year which he could use at times he chooses, so long as his absence does not interfere with the proper performance of his duties. These 20 days included any such leave days he had earned before the 2019 – 2020 contract year. Any extended vacation period while school is in session requires advance approval by the Board. Superintendent Schaeffer and Board agree to cooperate to arrange vacation time so as to cause the least inconvenience under the circumstances to the normal operation of the District. In each year of employment, the Board shall give the superintendent up to 20 days to bring his total accumulation to 20 days. For example, if Superintendent Schaeffer used 12 days of vacation one year, the Board will provide him with 12 days the following year to bring his total to 20 days. Superintendent Schaeffer shall develop a system for recording his 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, Superintendent Schaeffer shall report to the Board on the number of vacation days he has used. The Board may require him to use his vacation days and shall compensate him at his per diem rate for unused vacation days upon the conclusion of his employment.
- d. District Housing.** Superintendent Schaeffer is provided with housing for the convenience of the District.

- e. **Other Benefits.** Superintendent Schaeffer shall receive personal benefits and holidays accorded to other professional employees of the District and such other benefits that the Board determines.
- f. **Professional Development.** Superintendent Schaeffer is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.
- g. **Professional Dues.** The School District will pay the annual dues for Superintendent Schaeffer's membership in the following organizations: the Nebraska Council of School Administrators, the Nebraska Rural Community Schools Association, and the Western Nebraska Administrators, National Association of Superintendents, American Association of School Administrators (as affiliate of NCSA).

Section 11. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The School District shall withhold such other deductions as the Superintendent and the Board agree.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of Superintendent Schaeffer from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation upon Termination and Credit for Accrued Vacation. 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 12 months in the annual salary period in which termination occurs. Superintendent Schaeffer shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract. He shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 14. Evaluation. The Board shall evaluate Superintendent Schaeffer at least once each year. He shall remind the Board members in writing

at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used.

Section 15. Legal Actions. The Board will support Superintendent Schaeffer 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 him 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.

Section 16. Physical or Mental Examination. The Board has the authority to require Superintendent Schaeffer 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 must address whether he is able to perform the "essential functions" of his position.

Section 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.

Section 18. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by Superintendent Schaeffer and the Board.

Section 19. Severability. If any portion of this contract is 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.

IN WITNESS WHEREOF, the parties have executed this contract.

Executed by the Board this 11th day of May, 2020.

President, Board of Education

Secretary, Board of Education

Executed this 11th day of May, 2020.

Barry Schaeffer, Superintendent