

## 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 "the Superintendent"). The Board agrees to employ Mr. Schaeffer as Superintendent of School and Principal for grades kindergarten through 12<sup>th</sup> grade, and he agrees to accept such employment, subject to the terms and conditions set forth below.

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of one year beginning on July 1, 2014, and expiring on June 30, 2015. References to "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup> and shall consist of 240 days of service. Provided, for the 2014-15 contract year, the Board shall permit the Superintendent to be absent as necessary to take college credit courses to earn his provisional and standard certification and endorsement as a superintendent of schools.

**Section 2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before the 1<sup>st</sup> day of March 2015, 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. The Superintendent shall remind the Board in writing of this provision on or before the 1<sup>st</sup> day of February, 2015 and on or before the 1<sup>st</sup> day of February of any succeeding year of employment.

**Section 3. Salary.** The Superintendent's salary for the 2014-15 contract year shall be Eighty Two Thousand Four Hundred Dollars and No Cents (\$82,400.00) which shall be paid in 12 equal monthly installments beginning in the month of July, 2014. During the term of the contract, the Board shall not reduce the Superintendent'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.** The Superintendent 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 and is earning the college credit hours to acquire an appropriate provisional certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in the school district's central office. He will continue to take college credit courses to acquire a standard provisional certificate to act as a superintendent of schools.

Mr. Schaeffer served as a principal in the District for the 2012-13 school year. By statute, a principal can obtain permanent (tenured) status, but a Superintendent cannot. 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.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent 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. The Superintendent 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 the Superintendent 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 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 that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

**Section 8. Disability.** If the Superintendent 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 the Superintendent under any insurance coverage furnished by the district.

**Section 9. Transportation.** The Board shall provide the Superintendent 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 the Superintendent with the following fringe benefits:

- a. **Health Insurance.** Family health insurance through the District's health insurance provider and reimbursement for expenses he incurs in paying costs for the deductible portion of the coverage.
- b. **Sick Leave.** The Superintendent shall be entitled to 12 days of sick leave per year which may accumulate to a total of 30 days.
- c. **Vacation Leave.** The Superintendent shall be entitled to twenty (20) vacation days for the 2014-15 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. These 20 days include any such leave days he has earned before the 2014-15 contract year. Any extended vacation period while school is in session will require advance approval by the Board. The Superintendent 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 the Superintendent 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. The Superintendent 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, the Superintendent shall report to the Board on the number of vacation days he has used. The Board may require the

Superintendent 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.** The Superintendent is provided with housing for the convenience of the District.
- e. **Other Benefits.** The Superintendent 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.** The Superintendent 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 the Superintendent's membership in the following organizations: the Nebraska Council of School Administrators, the Nebraska Rural Community Schools Association, and the Western Nebraska Administrators.

**Section 11. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The school district shall withhold other deductions as the Superintendent and Board may agree.

**Section 12. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent 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. The Superintendent 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 the Superintendent at least once each year. The Superintendent 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 the Superintendent 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 the Superintendent 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 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 must address whether the Superintendent is able to perform the "essential functions" of his position.

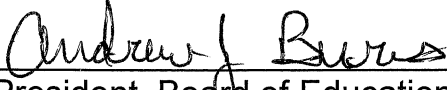
**Section 17. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

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

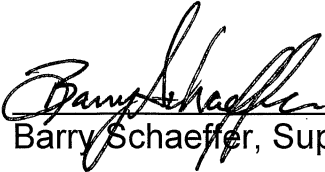
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 10th day of March, 2014.

  
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President, Board of Education

  
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Secretary, Board of Education

Executed by the Superintendent this 10th day of March, 2014.

  
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Barry Schaeffer, Superintendent

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