

ADMINISTRATOR'S CONTRACT OF EMPLOYMENT MAYWOOD PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Maywood Public Schools**, legally known as **Frontier County School District 32-0046**, and referred to as "the Board" and "the School District" respectively, and **Cynthia Huff**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period of **1 year** beginning on **July 1, 2017**, and expiring on **June 30, 2018**. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 10. This contract is entered into for the sole purpose of employing the Superintendent for the period specified above. It shall not be subject to renewal by statute or any provision of this contract. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. THE SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND SHE HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING, SHE UNDERSTANDS THAT SHE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. SHE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS SHE IS WAIVING.

Section 2. Salary. The Superintendent's salary for the 2017-18 contract year shall be \$110,000.00 which shall be paid as follows beginning in the month of July 2017: \$ 2,616.67 per month in each month between and including July and December, 2017, and \$ 15,716.67 per month in each month between and including January and June, 2018. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 3. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by

the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 4. Professional Status. The Superintendent affirms that she is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which she will register and maintain on file in the school district's central administrative office. 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.

Section 5. Superintendent's Duties. The Superintendent shall be employed as a 1.0 FTE superintendent. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote her time, skill, labor and attention to her duties throughout the contract term. She 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 her. 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 school district; provided that the Board may require the Superintendent to use vacation leave if such activities do not directly benefit the District.

Section 6. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. She shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. She 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) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of her 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 her duties under Section 15 (Evaluation) shall constitute a material breach of this contract.

Section 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 a period of more than thirty (30) days 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.

Section 9. 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.

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

a. Life Insurance. Term life insurance with a total death benefit of Five-Thousand Dollars (\$5,000) with the option to purchase an additional coverage at the Superintendent's expense.

b. Sick Leave. The Superintendent shall be entitled to Ten (10) days of sick leave per. Sick leave may

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only be used for personal illness or for illness of the Superintendent's mother, father, siblings, spouse, or children. If the Superintendent qualifies for disability pay under the long-term disability policy, she shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of her sick days and shall provide the Board of Education with a report of her accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused days of sick leave upon the ending of her employment with the District.

c. Disability Insurance. The Superintendent may choose to purchase long-term disability insurance from the school district's carrier at her own expense. The Board will increase her salary by the amount of the premium cost.

d. Personal Days. ^{ccA 10*} The Superintendent shall have Forty-five (45) personal days for the 2017-18 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 leave period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging personal leave time so as to cause the least inconvenience to the normal operation of the District. The Superintendent shall develop a system for recording her use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of her personal days and shall provide the Board of Education with a report of the use of her personal days at least quarterly. The Board will not require her to use her personal days and shall compensate her for unused personal days upon the conclusion of her employment at the rate of \$1 per day.

e. Professional Development. The Superintendent is expected to continue her professional development and to participate in relevant learning experiences. With the approval of the Board, she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.

- f. Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA), Nebraska Association of School Administrators (NASA), and Western Nebraska Administrators.
- g. Bereavement Leave.** The Superintendent shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Superintendent will be allowed up to 3 days of paid bereavement leave per year.
- h. Holidays.** The Superintendent shall receive the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and either the day before or the day after Christmas (Superintendent's choice). The Superintendent shall be expected and required to work all other days that school is open but not in session for students (i.e. winter break, spring break, etc.) unless she uses personal days or receives board approval for an excused absence.
- i. Mileage Allowance.** The Board shall pay the Superintendent a mileage allowance of \$250.00 per month.
- j. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$300.00 or more.

Section 11. 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 12. Compensation Upon Termination. 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 she was paid but had not earned prior to the date of termination of this contract.

Section 13. Evaluation. The Board shall evaluate the Superintendent twice during her one year of employment. The first evaluation shall occur no later than the **regular December meeting**. The second evaluation shall occur no later than the **regular May 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; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 14. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by her carrying out her duties properly. 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 best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that her conduct was unlawful.

Section 15. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, she will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. 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 her position. The cost of the examination which is not paid for by the Superintendent's insurance shall be paid by the district.

Section 16. 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 her of the alleged reasons for the proposed action and provided the opportunity to present her 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.

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 contact.

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 9th day of January, 2017.

Shen Harley
Vice-President, Board of Education

Marty Schum
Secretary, Board of Education

Executed by the Superintendent this 9th day of January, 2017.

Cynthia Huff
Cynthia Huff, Superintendent

