

CONTRACT OF EMPLOYMENT SUPERINTENDENT OF SCHOOLS

This contract is made by and between the Board of Education of Chadron Public Schools, legally known as Dawes County School District 23-0002, referred to herein as the "Board" and the "District" respectively, and Caroline B. Winchester, referred to herein as the "Superintendent."

WITNESSETH: In accordance with its action taken by the Board and recorded in its official minutes, the Board agrees to employ the Superintendent and the Superintendent agrees to accept such employment subject to the terms and conditions set forth below.

Section 1. Term of Contract. This contract shall be for a period of three (3) contract years beginning on July 1, 2014 and ending on June 30, 2017. The term "contract year" shall mean the period from July 1st through June 30th. The first year of the contract will begin on July 1, 2014 and end on June 30, 2015. The second year of the contract will begin on July 1, 2015 and end on June 30, 2016. The third year of the contract shall begin on July 1, 2016 and end on June 30, 2017. **Duty Days.** Duty days will not include Saturdays, Sundays, or legal holidays. For purposes of this contract, the phrase "legal holidays" means July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.

Section 2. Salary. The Superintendent shall be paid an annual salary of ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$115,825.00) subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments commencing in July 2014 in accordance with the District's payment practices for professional staff members. 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.

Section 3. Amendment or Nonrenewal at the Expiration of the Stated Term. If the Board determines that it is appropriate to consider the amendment or nonrenewal of this contract for the contract year commencing on or after the end of its stated term, the Board shall notify the Superintendent of its intention in writing on or before December 15th of the last year of the contract term and shall comply with the applicable statutory procedures. If the Board does not give such notice, the contract shall be extended by one (1) contract year from the end of its stated term.

Section 4. 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.

Section 5. Duties. The Superintendent shall be responsible for the administration and operation of the instruction and business affairs of the District. She shall devote her entire time, skills, and effort to the performance of her duties and shall undertake and 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.

Section 6. Superintendent's Residence. The Superintendent shall reside within the boundaries of the District during her term of employment.

Section 7. 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 8. 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. **Life Insurance.** Term life insurance with a total death benefit of FIFTEEN THOUSAND DOLLARS (\$15,000).
- d. **Sick Leave.** Twelve (12) days of sick leave per year which may accumulate to a total of 50 days. If the Superintendent is absent for more than five consecutive days because of illness or injury, the Board may require that she 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.
- e. **Vacation.** Twenty (20) vacation days for the 2014-15 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. 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. After the

2014-15 contract year, the Board shall give the Superintendent up to 20 days to bring her total accumulation to 20 days. For example, if the Superintendent uses 12 days of vacation one year, the board will provide her with 12 days the following year to bring her total to 20 days. 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. 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 shall compensate the Superintendent for unused vacation leave upon the conclusion of her employment.

- f. Disability Insurance.** The Superintendent shall be required to purchase 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.
- g. 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 and/or conferences.
- h. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the following organizations: American Association of School Administrators (AASA), Nebraska Council of School Administrators (NCSA), Association for Supervision and Curriculum Development (ASCD), Phi Delta Kappa, Rural Education Association and others as approved by the Board.
- i. Professional Publications.** The District will pay the annual subscription fees for such publications as the parties agree upon.
- j. Moving Expenses.** Upon being provided with receipts, the Board will reimburse the Superintendent for as much as Two Thousand Five Hundred Dollars (\$2,500) in expenses she incurred in moving to the District at the outset of this contract.

Section 9. Evaluation. The Board shall evaluate the Superintendent during December and June of the 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 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. 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.

Section 10. 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.

Section 11. 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.

Section 12. 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.

Section 13. 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.

Section 14. 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.

Section 15. 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 16. 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 parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for action, study and/or recommendation, as appropriate.

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 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.

Caroline B. Winchester, Superintendent

Dated January ____, 2014.

President, Board of Education

Dated January ____, 2014.