

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS
ST. EDWARD PUBLIC SCHOOL**

THIS CONTRACT is made by and between the **Board of Education of St. Edward School District #17 in the County of Boone in the State of Nebraska**, hereinafter referred to as "the Board", and **Justin Frederick**, a legal qualified Administrator, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meetings held on the April 12, 2021, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

Section 1. Term of Contract.

- (a) **Initial Term.** The Superintendent shall be employed for a period of one year, beginning on the 1st day of July 2021, and expiring on the 30th day of June 2022. A "contract year" for purposes of this Contract shall be from July 1 to June 30. Superintendent shall discharge his duties 365 days per year, subject to the leave provisions outlined elsewhere in this Contract. The actual daily and weekly working hours of the Superintendent shall be subject to assignment by the Board. The Superintendent shall also be accessible on a reasonable basis during non-duty to time manage school business.
- (b) **Contract Renewal.** The superintendent shall remind the Board in writing of the renewal provisions no later than its regular December meeting each year and unless otherwise determined by the Board should make the renewal of his/her employment contract an agenda item for the regular January Board meeting during each contract year of this Contract.

Section 2. Salary.

- (a) **Salary for Initial Term.** Refer to **Appendix I**

(b) **Payment and Salary and Adjustments:** The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. Salary payments shall be subject to state and federal withholding required by law, including without limitation retirement contributions, FICA, Medicare, and state or federal unemployment contributions. The compensation of the Superintendent shall be set in Appendix I of this Contract for the contract year extending from July, 1 2021 to June 30, 2022. On or before June 30 of each contract year, the Board and Superintendent shall agree to retain or amend Appendix I, provided that the annual compensations shall not be reduced from the prior year's contract unless such a reduction is part of a uniform plan affecting all certified staff. On an annual basis, the duties of the Superintendent include and the Superintendent shall ensure that the Board and the district take all necessary steps to evaluate the Superintendent in compliance with all relevant statutory requirements and is in compliance with the Superintendent Pay Transparency Act.

(c) **Payment of Salary upon Cancellation.** Upon lawful cancellation of this Contract, the Superintendent shall be paid an amount equal to the annual salary for the contract year in which the cancellation is effective, multiplied by the following fraction: (1) a numerator equal to the number of months or fraction thereof which have expired in the contract year in which such cancellation is effective, over (2) a denominator equal to twelve months, this amount will be paid in full, including benefits and taxes.

Section 3. Leave and Fringe Benefits. Refer to **Appendix I**

Section 4. Legal Requirements.

The Superintendent holds or will hold a valid and appropriate certificate to act as a Administrator of Schools in the State of Nebraska throughout the term of this Contract and any amendments of this Contract; (2) the required certificate to act as an Administrator of Schools in the State of Nebraska shall be registered as required by law; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract. It is further agreed that there shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date.

Section 5. Performance of Duties.

(a) Use of Time. The Superintendent shall faithfully perform the duties of Superintendent of Schools in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated thereunder and the assignments made by the Board. The Superintendent agrees to devote the Superintendent's full time, skill, labor and attention to the performance of the duties of the Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations so long as such other work is not inconsistent with the Superintendent's duties and obligations to the Board.

(b) Specification of Duties. The duties of the Superintendent may change as deemed appropriate for the well-being of the district upon assignment by the Board. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in the Board of Education Policy Manual.

(c) Evaluation. The Board shall evaluate the superintendent twice during the first year of employment and at least once a year thereafter. The first evaluations during the first year of employment and the yearly evaluations after the first year of employment unless otherwise determined by the Board should occur no later than the regular November meeting and the second evaluation of the first year no later than the regular June meeting. The Superintendent shall remind the Board members in writing of this provision no later than its regular October meeting (May for the second evaluation of the first year) and it should be an agenda item for the regular November (June for the second evaluation first year) Board meeting during each contract year of this Contract, and provide them with the written evaluation instrument that is approved and on file with the Nebraska Department of Education.

Section 6. Discharge.

The Contract of the Superintendent may be terminated, canceled or amended according to law. The Contract of the Superintendent may be cancelled by a majority of the members of the School Board during the term of the Contract for any of the reasons permitted by law, including but not limited to the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or Nebraska Professional Administrative and Supervisory Certificate), by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) intemperance; or (k) conviction of a felony. The procedures for cancellation during the term of the contract shall be in accordance with the applicable Nebraska Revised Statutes.

Section 7. Contract Enforceability.

(a) Applicable Law. 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. This Contract shall be interpreted under the laws of the State of Nebraska.

(b) Amendments. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

(c) 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 enforceability of the remaining provisions of this Contract.

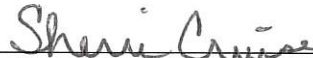
IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

EXECUTED BY THE BOARD this _____

School District of St. Edward Public, No. 17, County of Boone

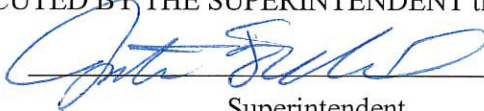


President or Other Board Member



Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT this 12th day of April, 2021.



Superintendent

Appendix I

Salary.

	<u>2021-2022</u>
The annual Salary contract year:	\$ 113,438 unless otherwise negotiated
Salary and rents/ buys/builds in the District (Appendix I)	\$ 118,438 unless otherwise negotiated

The Superintendent salary for the 2021-2022 contract years shall be \$ 113,438 if the Superintendent lives outside the district. If the Superintendent lives in the district and rents, buys or builds a home, the salary will be \$118,438 for the contract year. The salary will be paid in 24 equal monthly installments beginning in July, 2021. If the Superintendent lives outside the district to begin the contract and subsequently moves into the district during the contract months, the salary will be adjusted to reflect a monthly salary consistent with the yearly offer in the month the Superintendent moves.

In the event that the Superintendent is elected to or assigned any other office or offices by the Board, or positions or responsibilities in connection with the District, including principal, the Superintendent shall perform such duties without remuneration other than that as provided in this Contract.

Leaves and Other Fringe Benefits.

(a) Leaves. The Superintendent shall be allowed twenty (20) days of paid time off (PTO), exclusive of holidays identified in the District's holiday policy for certified staff during the initial contract year. PTO should not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year). PTO is to be used during each contract year. PTO days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused PTO leave from one contract year to another contract year. Any unused PTO days remaining from a prior contract year shall be subtracted from the number of PTO days the Superintendent has for the following contract year, such that the total PTO days at the beginning of each contract year shall be 20 days. Upon ending employment, unused PTO days will not be paid except to the extent required by law. If payable, unused PTO will be paid at the effective daily rate of pay at the time each unused PTO day first became available. There shall be no pay for unused PTO days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation. The Superintendent's secretary shall maintain PTO log, which shall be available to Board for review.

(b) Other Fringe Benefits. The Superintendent shall be provided the following additional benefits: Full family health insurance/full family dental insurance, long-term disability and state retirement. Benefits shall be equivalent to that provided to other certified staff of the District, except to the extent otherwise provided for herein. The Board shall provide long-term disability insurance for the Administration. Unless otherwise determined by the Board, coverage will start from the thirty-first (31st) continuous day of disability due to accidental bodily injury or disability due to sickness. Coverage will amount to 60% of monthly earnings not to exceed \$2500/ monthly.

(c) Transportation. The Board shall provide the Superintendent with transportation required in the performance of official duties or shall reimburse for such transportation at the rate determined by the Nebraska Department of Administrative Services rate.

(d) Professional meetings. The Superintendent shall attend appropriate professional meetings at the local, state, and national level, and such attendance shall not be taken against the Superintendent's allowable leave days. Such attendance shall be scheduled so as to not interfere with the proper performance of the

Superintendent's duties. The expenses of attendance shall be paid by the Board of Education, as and to the extent permitted by law, Board policy or specific Board action. The Board shall approve expenses for attendance at State Administrators Conferences, in the area of professional responsibility of the Superintendent. The District shall pay the Superintendent's membership in Board approved professional associations.

(e) Legal Actions. In the event of any legal actions are threatened or filed against the Superintendent as a result of the performance of duties under this Contract, or the Superintendent's position as Superintendent for the School District, including professional practice complaints against the Superintendent, the Board shall provide a legal defense to the Superintendent, to the maximum extent permitted by law.

The School District's obligations under this paragraph shall be limited to those situations where the Board of Education determines that Superintendent acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interest of the School District, and with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

(f) Cell phone allowance. The Board agrees to provide the Superintendent a monthly cell phone allowance of \$50 per month and requires the Superintendent to purchase and maintain their own cell phone.