

**ELM CREEK PUBLIC SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT**

THIS CONTRACT is made by and between the Board of Education of the Buffalo County School District 10-0009, a/k/a, Elm Creek Public Schools, hereinafter referred to as "the Board," and Jason Sullivan, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 13th day of February, 2017, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

- 1.) **Term of Contract.** This Contract is for a term of two (2) years beginning on the 1st day of July 2017, and expiring on the 30th day of June 2019. References in this Contract to "contract year" shall mean the period of July 1 to June 30.
 - i) The Board shall, at or before its regular Board meeting in December of 2017 and each subsequent contract year, notify the Superintendent of the Board's offer of continued employment and of the terms of such continued employment. The Superintendent shall accept or deny such contract offer at or before the regular Board meeting in January.
- 2.) **Salary.** The annual salary for the 2017-2018 contract year shall be **ONE HUNDRED TWO THOUSAND DOLLARS (\$102,000.00)**; and, the annual salary for the 2018-2019 contract year shall be determined by the Board and Superintendent subject to the provisions of paragraph 2.c. below.
 - a) The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District
 - b) In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract
 - c) The Board reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.
 - d) This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3) **Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

a) **Leave Benefits.** Paid leave is available to the Superintendent when the following specific conditions are met:

1. The Superintendent is currently employed by the District and 2. the paid leave day is taken on a day the Superintendent would otherwise be expected to be at work.

(a) **Vacation.** The Superintendent shall be allowed fifteen (15) working days of vacation leave during each contract year. The superintendent may elect to use a vacation day or days anytime during the school year when school is not in session, all other vacation time is to be used during the summer.

(b) **Carry-over and Accumulation of Vacation Days.** Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year. At the end of each contract year the superintendent will be reimbursed up to five (5) unused vacation days at the effective daily rate of pay in such contract year. Any unused or un-reimbursed vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be fifteen (15) days. Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay.

2. **Sick Leave,** The superintendent shall be entitled to twelve (12) contract days of sick leave the first year of employment as of the first official day included in the initial contract of employment and twelve (12) contract days of each succeeding year accumulative to fifty (50) days.

a. **Carry-over and Accumulation of Sick Days.** A maximum of fifty (50) days of sick leave may be accumulated.

3. **Personal Days.** The superintendent shall be entitled to four (4) days of personal leave. Personal days not used will be paid to the superintendent at the "substitute daily rate" in effect for each contract year as set forth in Board of Education policy. The reimbursement will be made in the final check of the contract year.

4. **Holidays.** The following days shall be holiday days and not working days: Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, day following Christmas, New Years Day, one-half day on New Year's Eve, Good Friday, Memorial Day and July 4th. Provided that should an identified holiday fall on a weekend day, the Superintendent may elect to take either the first working day before or after the holiday as an off duty day.

5. **Log.** The Superintendent shall maintain a current log of used vacation, personal and sick leave days with the President of the Board of Education, or his or her designee.

- a. **Health and Dental Insurance.** The District shall pay for and provide the Superintendent with health and dental insurance for which the Superintendent is qualified under the District's group insurance plan on the same terms as that which is provided to certificated employees in accordance with the negotiated agreement between the District teacher's association.
 - b. **Long Term Disability.** The District shall pay for and provide the Superintendent with disability insurance consistent with that provided for other certificated employees for which the Superintendent is qualified under the District's disability insurance plan.
 - c. **Meetings and Dues.** The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request
 - d. **Transportation Expenses.** Any reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel.
 - e. **Indemnification.** The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.
 - f. **Education Expenses.** The District shall provide tuition/fee/materials reimbursement to the Superintendent for education expenses not to exceed \$5,000.00 per contract year.
 - g. **Other Benefits.** The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.
- 4) **Duties.** The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board

may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

- 5) **Residency.** Superintendent shall maintain permanent residence in the District and shall make the Superintendent's primary place of residence
- 6) **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 Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action study or recommendation, as appropriate.
- 7) **Evaluation of the Superintendent.** The Superintendent shall be evaluated each contract year and may be evaluated more frequently in the discretion of the Board. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a written response to the evaluation; which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.
- 8) **Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent or principal in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give

evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. 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 days of service to the date of such termination bears to the days of service remaining in the term of the Contract at the time termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owed to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

- i) The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while the Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

9) **Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract (2) the required certificate to perform the assigned duties shall be registered as required by law it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; 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.

- i) The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections

003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

- ii) 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. This Contract is subject to provisions of the School Employees' Retirement Act.

10) **Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

11) **Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. 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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before February 14, 2017 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this 14th day of February, 2017.



Jason Sullivan, Superintendent

Executed this 14th day of February, 2017.

Board of Education of Buffalo County School
District 10-0009 a/k/a Elm Creek Public Schools.

By: 

President

Attest: 

Secretary

Superintendent Pay Transparency Notice—Proposed Contract - Jason Sullivan

Notice is hereby given that Elm Creek Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on February 13, 2017 at 7:00 pm at the Elm Creek Public Schools Board Room in Elm Creek, Nebraska.

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After the 2017/18 school year, how many years remain on the contract: (Column F must be completed if additional years remain on contract.)

The estimated costs to the district for the 2017-18 year and future years are listed below:

	2017-18 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 102,000.00	\$ 102,000.00	\$ 204,000.00
Compensation for activities outside of the regular salary:			
• Extended contracts / Activities outside of regular salary			\$-
• Bonus/Incentive/Performance Pay			\$-
• Stipends			\$-
• All other costs not mentioned above			\$-
Benefits and Payroll Costs Paid by district:			
• Insurances (Health, Dental, Life, Long Term Disability)			\$-
• Cafeteria Plan Stipend	\$ 6,350.00		\$ 6,350.00
• Cash In lieu of insurance		6360	\$ 6,360.00
			\$ 12,710.00
• Employee's share of retirement, deferred compensation, FICA and Medicare if paid by the district			\$-
• District's share of retirement, FICA and Medicare	\$ 17,878.00	\$ 17,878.00	\$ 35,756.00
• IRS value of housing allowance			\$-
• IRS value of vehicle allowance			\$-
• Additional leave days			\$-
• Annuities			\$-
• Service credit purchase			\$-
• Association / Membership dues	\$ 2,200.00	\$ 2,200.00	\$ 4,400.00
• Cell Phone/Internet reimbursement			\$-
• Reocation reimbursement			\$-
• Travel allowance/reimbursement	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
• Mileage Allowance			\$-
• Educational tuition assistance	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
• All other benefit costs not mentioned above			\$-
Totals:	\$ 135,438.00	\$ 135,438.00	\$ 270,876.00