

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of Scotts Bluff County School District No. 79-0011, commonly known as Morrill Public Schools, hereinafter referred to as "the Board" and "the District" respectively and Joe Sherwood 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 February 9, 2015, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

I. Terms of Contract:

- A. Term: This Contract is for a term of two years, beginning on July 1, 2015, and expiring on June 30, 2017.
- B. Contract Year: A "contract year" for purposes of this Contract shall be from July 1 to June 30. The Superintendent shall be on duty all weekdays during the contract year except for legal holidays on which school is not in session and days elected as vacation days. The Superintendent may be required to perform duties during the foregoing holidays and on weekends as necessary.

II. Salary:

- A. Salary: The Superintendent's salary for the term of this Contract shall be \$110,000.00 per contract year.
- B. Payment of Salary: Salary payments shall be made in equal monthly installments on or about the 20<sup>th</sup> of each month. Salary payments shall be subject to state and federal withholding required by law, including without limitation retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions.

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

A. Leave:

- 1. Vacation Leave: The Superintendent shall be allowed up to twenty (20) days of vacation leave per contract year, subject to the maximum accrual

amount set forth herein. Any unused accumulated vacation leave may carry over from year to year, but in no event shall the Superintendent accrue more than twenty-five (25) days of vacation leave. The Superintendent shall not take vacation leave for more than five (5) consecutive working days at any one time without the prior approval of the Board. Vacation days are to be used in a manner and at times selected by the Superintendent; provided that the Superintendent shall make reasonable efforts to not schedule leaves which would cause the Superintendent to miss meetings of the Board or important school functions, and the Superintendent shall provide information such that the Superintendent may be contacted when necessary.

2. Sick Leave: The Superintendent shall be entitled to up to ten (10) days of sick leave per contract year, subject to the maximum accrual amount set forth herein. Any unused accumulated sick days may be carried over from year to year, but in no event shall the Superintendent accrue more than sixty (60) days of sick leave. Upon termination of employment, the Superintendent shall not be paid for any accrued, unused sick leave days. Sick leave may only be used if (a) the Superintendent has an illness or injury which prevents the Superintendent from attending work, (b) an immediate family member of the Superintendent is sick or injured and the Superintendent must miss work to care for the immediate family member, or (c) bereavement purposes.
3. Leave Log: The Superintendent shall maintain a monthly vacation and sick leave log which shall be kept current and available for review by the Board President and provided in the Board packets for the Board's monthly regular meetings.

B. Health Insurance:

The Superintendent shall be provided health insurance for him and his spouse and dependent children through the District's group insurance plan. The District shall pay the health insurance premium and the Superintendent shall be responsible for all deductibles, copays, and other out of pocket expenses.

C. Section 125 Plan:

The Superintendent shall be permitted to participate in the District's Section 125 Plan.

D. 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.

E. Transportation Expenses:

The reasonable and necessary expenses of transportation required in the performance of the Superintendent's official duties shall be reimbursed at the rate set by the Board for District travel.

F. Monthly Cell Phone Stipend:

The Superintendent's job requires that he use a cell phone for purposes of communication with the Board and other designated District personnel and for other official duties. Thus, the District shall pay the Superintendent a cell phone stipend of \$50.00 per month.

G. Moving Expenses

The District shall reimburse the Superintendent up to \$1,800.00 of the moving expenses incurred by the Superintendent in relocating to the District area in order to commence his job as Superintendent. The Superintendent shall provide receipts, invoices, or other proof of such expenses prior to reimbursement by the District.

IV. Duties:

A. Specification of Duties:

The Superintendent shall perform the duties of Superintendent as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy or Regulation for such position. The Superintendent shall perform other duties as the Board may assign from time to time without further remuneration than what is already provided in this Contract.

B. Extra Duties:

The Board may also, from time to time, assign to the Superintendent "extra duty" assignments with extra compensation as approved by the Board. The Superintendent shall have no continuing right to such "extra duty" assignments once given, and they will be subject to discontinuation by the Board with or without cause at any time.

C. Use of Time:

The Superintendent agrees to devote full time to the assigned duties on working days. With the advance permission of the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional activities, provided that such activities do not interfere with Superintendent's duties, obligations and representations set forth in this Contract. Should the Superintendent provide services to other school districts or undertake consultative work, speaking engagements, writing, lecturing or other professional activities, the Superintendent shall utilize his/her personal vacation time for such purposes, and hold the District harmless thereon.

D. Performance of Duties:

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board. 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.

V. 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 will propose 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, 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.

VI. Evaluation of the Superintendent:

The Superintendent shall be evaluated not less than twice during the contract year of July 1, 2015 through June 30, 2016. The Superintendent shall notify the Board President to remind the Board of the need to evaluate and provide the Board with the Board approved evaluation instrument at the Board's November, 2015 and May, 2016 regular meetings. After the first contract year, the Superintendent shall be evaluated at least once during each contract year, unless the Board deems additional evaluations appropriate. After the first contract year, the Superintendent shall notify the Board President to remind the Board of the need to evaluate and provide the Board with the Board approved evaluation instrument at the Board's November regular meeting.

VII. Contract Termination:

A. Cancellation:

The Board may cancel this Contract during its term for any of the following reasons: (1) the Superintendent violates any of the provisions of this Contract; (2) the Superintendent performs any act or does anything which is materially harmful to the District; (3) the Superintendent becomes legally disqualified to perform as a superintendent in the State of Nebraska; (4) the Superintendent participates in any fraud; (5) the Superintendent causes any intentional damage to property; (6) the Superintendent engages in an unlawful act; (7) any representations by the Superintendent in this Contract are determined to be false or incorrect; and (8) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in 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. Suspension or other disciplinary action may be enforced in accordance with applicable law.

Upon cancellation of this Contract for any reason, the compensation due hereunder shall be prorated based on the number of days actually worked by the Superintendent. Any unearned fractional portion of any payment made, but not earned prior to cancellation of the Contract shall be refunded by the Superintendent.

B. Non-Renewal:

The Board may elect to not renew this Contract at the end of the term for any reason it deems sufficient if such non-renewal is constitutionally permissible.

C. Payment Upon Termination:

The salary due to the Superintendent at the time of the Superintendent's termination of employment by the Board, for any reason, shall be reduced by any sums owing to the District by the Superintendent. Any additional amount owed to the District by the Superintendent shall be immediately due and payable by the Superintendent to the District.

VIII. Representations and Legal Requirements:

The Superintendent affirms that (1) the Superintendent holds or will hold at the beginning of the term of the Contract 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; (2) the required certificate to perform the assigned duties will be registered with the District 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.

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.

IX. Governing Laws:

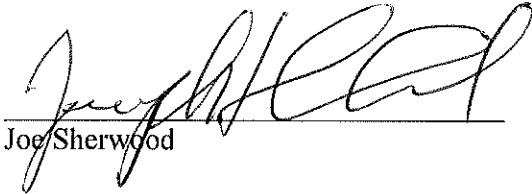
The parties shall be governed by all applicable Nebraska and federal laws, rules and regulations in performance of their respective duties and obligations under this Contract.

X. Amendment & 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.


Executed 2-6-15, 2015

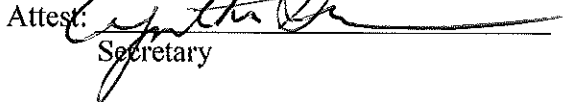
Superintendent:

  
\_\_\_\_\_  
Joe Sherwood

Executed 2-9-15, 2015

Board of Education of Scotts Bluff County  
School District No. 79-0011, commonly  
known as Morrill Public Schools:

By:   
\_\_\_\_\_  
Jim Hessler, President

Attest:   
\_\_\_\_\_  
Secretary

Addendum to Contract of Employment with Superintendent

THIS ADDENDUM is made by and between the Board of Education of Scotts Bluff County School District No. 79-0011, commonly known as Morrill Public Schools, hereinafter referred to as "the Board" and "the District" respectively, and Joe Sherwood hereinafter referred to as "the Superintendent." This addendum shall amend and supersede all prior addendums between the Board and the Superintendent.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on January 20, 2020, the Board hereby agrees to extend the contract of the Superintendent, and the Superintendent hereby agrees to accept such extension, subject to the following terms:

TERMS OF CONTRACT:

- A. Term Extension: This contract will now extend through the 2021-2022 school year, expiring on June 30, 2022.
- B. Contract Year: A "contract year" for purposes of this Addendum shall be from July 1 to June 30. The Superintendent shall be on duty all weekdays during the contract year except for legal holidays on which school is not in session and days elected as vacation, personal or sick days. The Superintendent may be required to perform duties during the foregoing holidays and on weekends as necessary.

AMMENDMENT & SEVERABILITY:

The Addendum may be modified or amended only by a writing duly authorized and executed by and between the Superintendent and the Board. If any portion of this Addendum 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 the existing Contract.

Executed 1-20-20, 2020

By Superintendent:

  
Joe Sherwood

Executed 1/20/20, 2020

By School Board President:

  
By School Board Secretary:

