

Valentine Community Schools Superintendent's Contract of Employment

THIS CONTRACT is made by and between the Board of Education of Valentine Community Schools, Cherry County School District 16-0006, referred to herein as "the Board," and Jamie Isom, referred to herein as "the Superintendent."

WITNESSETH: In accordance with action taken by the Board as recorded in the minutes of the Board meeting held on April 11, 2017 the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the terms and conditions set forth below:

Section 1. Term of Contract. The Superintendent shall be employed for a period of three years, beginning July 1, 2017, and ending on June 30, 2020. Both parties have made a commitment to performing their obligations and carrying out the terms of this Contract for the entirety of its three-year term.

Section 2. Salary. In consideration of the annual salary of \$133,500 and of the further agreements and considerations hereinafter states, the Superintendent agrees to perform her duties faithfully in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the State Board of Education, and by the rules, regulations, and directives of the Valentine Community Schools Board of Education. Said annual salary shall be paid in equal installments in accordance with the practice of the Board governing payment of other professional staff employees of the District. The Superintendent's salary shall not be reduced during the term of this Contract, subject to Section 6 herein. The Board may increase the Superintendent's annual salary during the term of this Contract without such increase constituting a new contract or extending the length of this Contract or constituting an amendment that would require notice and a hearing pursuant to the requirements of state statutes.

Section 3. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. 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 another school board of board of education covering any part of or all of the same term provided in 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 certificate shall be registered in the office of the Valentine Community Schools Superintendent of Schools as required by law.

Section 5. Superintendent's Duties. The Superintendent's duties shall be as prescribed by the laws of the State of Nebraska, by Board Policy 4021 of the Board's Policy Manual and such other duties as the Board may reasonably assign. The Superintendent acknowledges receipt of a copy of the Policy Manual, and understands the requirements set forth therein. The Superintendent is to devote her time, skill, labor and attention to her duties as Superintendent of Schools throughout the term of this Contract. The Board's periodic evaluation of the performance of the Superintendent shall be based upon these duties.

Section 6. Hold Harmless Clause. The Board of Education agrees, as a further condition of this employment contract, that it shall defend hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her official capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting within the scope of her employment.

Section 7. 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 and enforcement of Board policy. The board members agree, individually and collectively, to promptly refer all criticisms, complaints and suggestions called to their/its attention to the Superintendent for action, study and/or recommendation, as appropriate. The Superintendent shall be directly responsible to the Board.

Section 8. Discharge. This Contract may be cancelled by a majority of the members of the Board during the term of the Contract for any of the following reasons (a) upon the State Board of Education's cancellation, termination, revocation or suspension of the Superintendent's Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate; (b) break of any of the material provisions of this Contract; (c) for any conduct that substantially interferes with the ability of the Superintendent to continue in the performance of her duties; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) intemperance; or (k) conviction of any crime. The procedures for cancellation during the term of the contract shall be in accordance with the applicable laws of the State of Nebraska.

Section 9. Transportation. The Board shall provide the Superintendent with transportation required in the performance of her official duties or shall reimburse her for such transportation at the state rate per mile.

Section 10. Annual Vacation. The Board shall give the Superintendent 20 vacation 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. During the subsequent year, the Board shall give the Superintendent up to 20 days to bring her total accumulation to no more than 20 days. For example, if the Superintendent uses 10 days of vacation one year, the board will provide her with 10 days of vacation for 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 and the number of days that remain accrued. The Board may require the Superintendent to use her vacation days.

Section 11. Professional Development. 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 her duties under this Contract. The Board shall pay the expenses of attendance when it has authorized attendance.

Section 12. Benefits. The Superintendent shall have access to the benefits listed below:

- Family health and dental coverage
 - Coverage for the 2017-2018 year will be as part of the administrative group
 - For ensuing contract years, coverage will be determined as part of the negotiation process
- 8 days of sick leave annually, accumulative to 50 days
- 5 Personal Leave Days. At the end of each school year, if there are unused personal days, a maximum of four (4) days may be added to the accumulated sick leave. No personal days will be carried from year to year. \$160 will be paid for no more than four (4) unused personal days each year.
- Disability insurance

Section 13. No Penalty for Release or Resignation. 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 contract unless accepted by the Board, and the Board shall fix the time at which the resignation shall take effect.

Section 14. 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 twelve month in the annual period in which termination occurs. Any portion of the

annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent.

Section 15. Renewal of Contract After the Contract Expiration Date. The term of this contract shall automatically be extended for a period of one year from and after the contract expiration date in Section 1 unless the Secretary of the Board notifies the Superintendent in writing on or before March 15, 2020 that the Board will consider the nonrenewal of her employment.

Section 16. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules and regulation in performance of their respective duties and obligations under the Contract.

Section 17. 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 18. 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, the 11th day of April, 2017.

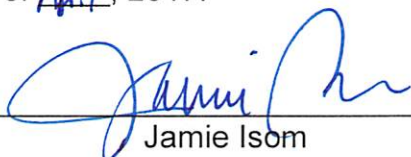


Secretary, Board of Education



President, Board of Education

Executed by the Superintendent this, the 11th day of April, 2017.



Jamie Isom

Superintendent Pay Transparency Notice—Proposed Contract (Jamie S. Isom)

Notice is hereby given that Valentine Community Schools has approval of the superintendent employment contract on its agenda for the board meeting to be held on April 11, 2017 at 5:00 pm at Valentine High School in Valentine, Nebraska.

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

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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	\$ 133,500.00	\$ 267,000.00	\$ 400,500.00
Compensation for activities outside of the regular salary:			
• <i>Extended contracts / Activities outside of regular salary</i>			\$ -
• <i>Bonus/Incentive/Performance Pay</i>			\$ -
• <i>Stipends</i>			\$ -
• <i>All other costs not mentioned above</i>			\$ -
Benefits and Payroll Costs Paid by district:			
• <i>Insurances (Health, Dental, Life, Long Term Disability)</i>	\$ 14,781.00	29,560	\$ 44,341.00
• <i>Cafeteria Plan Stipend</i>			\$ -
• <i>Cash in lieu of insurance</i>			\$ -
• <i>Employee's share of retirement, deferred compensation, FICA and Medicare if paid by the district</i>			\$ -
• <i>District's share of retirement, FICA and Medicare</i>	\$ 23,389.00	\$ 46,778.00	\$ 70,167.00
• <i>IRS value of housing allowance</i>			\$ -
• <i>IRS value of vehicle allowance</i>			\$ -
• <i>Additional leave days</i>			\$ -
• <i>Annuities</i>			\$ -
• <i>Service credit purchase</i>			\$ -
• <i>Association / Membership dues</i>	\$ 700.00	\$ 1,400.00	\$ 2,100.00
• <i>Cell Phone/Internet reimbursement</i>			\$ -
• <i>Relocation reimbursement</i>			\$ -
• <i>Travel allowance/reimbursement</i>			\$ -
• <i>Mileage Allowance</i>			\$ -
• <i>Educational tuition assistance</i>			\$ -
• <i>All other benefit costs not mentioned above</i>			\$ -
Totals:	\$ 172,370.00	\$ 344,738.00	\$ 517,108.00