

SUPERINTENDENT/MS-HS PRINCIPAL CONTRACT OF EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of Emerson-Hubbard Public Schools (Dixon County School District No. 26-0561), referred to herein as “the Board”, and Lindsey Beaudette referred to herein to herein as “the Superintendent.”

WITNESSETH: In accordance with action taken by the Board as recorded in the minutes of its meeting on February 10, 2020, the Board agrees to employ the Superintendent, and she agrees to accept such employment, subject to the terms and conditions set forth in this contract.

Section 1. Term of Contract. The Board shall employ the Superintendent for a period of one (1) year which begins on the 1st day of July, 2020 and expires on the 30th day of June, 2021, excluding Saturdays, Sundays and legal holidays. The contract year consists of a minimum of 220 days.

Section 2. Renewal of Contract. If the Board wishes to consider the nonrenewal or the amendment of this contract, it shall take formal action to initiate such consideration on or before December of the last year of the contract and the Board Secretary shall notify the Superintendent in writing of the Board’s action. The Superintendent is responsible for reminding the Board of this provision by placing an agenda item regarding contract renewal on the agenda of the board’s regular January meeting.

Section 3. Superintendent Pay Transparency Act. At the time of each contract renewal and/or amendment, the Superintendent is responsible for taking all necessary steps to ensure that the district has complied with the Superintendent Pay Transparency Act.

Section 4. Salary/Benefits. The Board shall pay Superintendent a salary in the amount of \$139,560 in equal installments in accordance with its practice of paying District administrators. The salary shall not be reduced during the term of this Contract except for just and sufficient cause as authorized by law.

Section 5. Professional Status. The Superintendent affirms that she is not under contract with another school board or 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 valid certificates to act as a superintendent and principal of schools in Nebraska.

Section 6. Superintendent's Duties. The Superintendent agrees to perform faithfully the duties of the Superintendent of Schools and Principal for the District as prescribed by the laws of the State of Nebraska and by the standards and directives of the Board. Subject to the Board's approval, the Superintendent is responsible for organizing, reorganizing and arranging the administrative and supervisory staff of the District; administering instructional and business affairs; selecting, placing, and transferring personnel; and initiating all personnel matters which require Board action, including recommendations to the Board concerning the termination or discharge of any certificated personnel. She shall devote her time, skill, labor and attention to her duties throughout the term of this Contract; provided, however, by agreement with the Board, she may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

Section 7. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementing Board policy. The Board members agree, individually and collectively, to promptly refer to the Superintendent all criticisms, complaints and suggestions called to their attention for study, recommendation, or action as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may initiate action to consider the cancellation or amendment of the Superintendent's Contract during the term of the contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory Certificate, or the 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; or (j) any other conduct or condition that substantially interferes with the continued performance of the Superintendent's duties. The procedures for considering cancellation during the term of the contract shall be in accordance with the applicable state statutes.

Section 9. 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 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 consider the cancellation of this contract. Upon cancellation, 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 disability insurance coverage furnished by the district.

Section 10. Transportation. The Board shall provide the Superintendent with a vehicle for transportation required in the performance of her official duties or shall reimburse her for such transportation at the District's mileage reimbursement rate.

Section 11. Leaves and Benefits.

- a. **Immediate Family.** For the purposes of sick leave and bereavement leave, the term "immediate family" is defined as spouse, children, step-children, mother, father, brother, sister, parents-in-law, grandparents, grandparents-in-law, grandchildren, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.
- b. **Sick Leave.** The Board shall have 10 days of paid sick leave for each contract year for use when (1) she is unable to perform her duties because of illness or disability or (2) she has a moral obligation to care for a member of her immediate family. She may carry over unused sick leave days from one contract year to the next up to a total of 60 days. She shall keep a current record of her sick leave which she shall make available to the Board at its request.
- c. **Bereavement Leave.** The Superintendent shall have 5 days of leave for bereavement purposes per occasion when there is a death in her immediate family.
- d. **Personal Leave.** The Superintendent shall have 3 days of personal leave per 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. She may carry over one unused personal leave day from one contract year to the next up to a total of 4 days. She shall keep a current record of personal leave which she shall make available to the Board at its request.
- e. **Section 125 Plan.** The Board will provide a Section 125 Cafeteria Plan. Pursuant to the terms of the Plan, the Superintendent may elect (1) to purchase health insurance through the District's EHA group health insurance or (2) to take all or a portion of the Fringe Benefit Stipend in cash. Through voluntary salary reduction, the District will make available to the Superintendent access to the District's group health insurance coverage through Educators Health Alliance Blue Cross Blue Shield – Blue Preferred Health and Dental coverage with a \$1050 deductible for which she qualifies.

- f. **Professional Development.** The Superintendent shall continue her professional development and 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 valid expenses of attendance.
- g. **Professional Dues.** The Board will pay the annual dues for the Superintendent's membership in the Nebraska Council of School Administrators and the American Association of School Administrators. The payment of dues for membership in any other organization will require the Board's approval.
- h. **Long-Term Disability Insurance.** The Superintendent shall purchase long-term 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.

Section 12. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The district shall withhold other deductions as the Superintendent and Board may agree.

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 it is accepted by the Board, and the Board shall fix the date when 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 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary which she had been paid but had not earned prior to the date of termination of this Contract.

Section 15. Evaluations. The Board shall evaluate the Superintendent twice during the first year of employment and at least once each year thereafter. 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.

Section 16. Legal Actions. If any legal action or complaint, including but not limited to a professional practice complaint, is threatened or filed against the Superintendent as a result of her good faith performance of her duties, the Board

shall pay the expenses of defending such legal action or complaint to the maximum extent permitted by law. Provided, notwithstanding anything herein to the contrary, this section shall not apply to legal actions, including, but not limited to professional practice complaints, initiated by the Board against the Superintendent.

Section 17. Physical or Mental Examination. The Board shall have the authority to 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 must address whether the Superintendent is able to perform the "essential functions" of her position.

Section 18. 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 Contract.

Section 19. 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 20. 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 10th day of February, 2020.

Cherie Corley
President, Board of Education

Sunda Rolde
Secretary, Board of Education

Executed by the Superintendent this 6th day of April, 2020.

Lindsey Beaudette
Lindsey Beaudette, Superintendent