

STERLING PUBLIC SCHOOL DISTRICT #33, JOHNSON COUNTY

Board of Education Special Meeting
Sunday, October 20, 2019 5:00 PM
Sterling Public Schools
250 Main Street
Sterling, NE 68443

- A. Call Meeting to Order
- B. Recognize Nebraska Open Meetings Law
- C. Publication of Meeting
- D. Roll Call
- E. Pledge of Allegiance
- F. Discussion Items:
 - 1. Evaluate the job performance of an employee (possible closed session)
- G. Action Items
- H. Adjourn

The Sterling Board of Education reserves the right to go into Closed Session at any time for purposes in accordance with § 84-1410(1).

STERLING PUBLIC SCHOOLS, JOHNSON, NEBRASKA CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the Johnson County School District 49-0033, a/k/a Sterling Public School District, Sterling, Nebraska, hereinafter referred to as "the Board or "Board of Education" and "the District," and Dottie Heusman 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 June 17, 2019, 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 and Renewal of Contract: This Contract is for a term of one (1) contract years, beginning on the 1st day of July, 2019, and expiring on the 30th day of June, 2020. A "contract year" for purposes of this Contract shall be from July 1 to June 30. During each year of this contract, the Superintendent shall render at least 260 working days of service in the performance of her duties as Superintendent. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Superintendent actually and necessarily completes her contractual duties. The Superintendent agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Superintendent shall keep complete and accurate records of her working days and shall provide the Board of Education with a report of her accumulated working days at least quarterly.

If a Board representative does not inform the Superintendent in writing on or before the seventh day after the regular December board meeting of the final contract year of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of one contract year. The Superintendent shall remind the Board in writing of this provision no later than its regular November meeting of each such year of this contract and shall make the renewal of her employment contract an agenda item for the regular December board meeting during each such year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

2. Salary.

A. Salary for Contract Term. The annual salary for the contract years subject to this contract shall be as follows:

Contract Year	Salary
2019-2020	\$114,850

The annual salary in any subsequent contract year shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent.

B. Inclusive of All Services Provided to the District: In the event that the Superintendent assumes duties of any other position or is directed to do so by the Board of Education, the Superintendent shall perform the duties of such other positions without remuneration other than that as provided in this Contract.

C. Payment of Salary and Adjustments. The first annual salary installment shall be paid on July 20, 2019, and each subsequent installment shall be paid on the District's regular paydays. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District. 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. The Superintendent also authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

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

A. Vacation and Leave Benefits.

1. Nature of Paid Leaves. Paid leave from the Superintendent's professional duties are available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the School District; (2) the leave day is taken on a day the Superintendent would otherwise be expected to be at work; and (3) the Superintendent has met the conditions for such leave to be taken as applicable to each specified form of paid leave. All paid leave is subject to the following:

a. Leave Year. The leave year is the same as the contract year, July 1 through June 30 of each year this contract is in effect.

b. Unused Leave. There shall be no pay for leave available but unused either during or upon ending of employment except as may be specifically set forth herein or otherwise required by law.

2. Vacation:

a. Amount and Use. The Superintendent shall be allowed twenty-five (25) working days of vacation leave for each contract year; such vacation leave may be taken in one-half day increments. It is understood, however, that the Superintendent may from time to time be required to perform duties on Saturdays, Sundays, and holidays. 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 disrupt the efficient operations of the district; cause the Superintendent to not be able to attend regular scheduled meetings of the Board of Education; or attend important school functions. The Superintendent shall provide information such that the Superintendent may be contacted when necessary.

b. Vacation Accumulation. After the initial contract year, the Board shall give the Superintendent the number of days necessary to restore her total to twenty-five (25) days. For example, if she uses 12 days of vacation one year, the board will provide her with 12 days the following year to bring her total to 25 days. The Board may require the Superintendent to use her vacation days and shall compensate her for unused vacation days upon the conclusion of her employment. Accrued, unused vacation days remaining at the end of the superintendent's employment with the District will be paid out at \$250 per day.

3. Holidays: The Superintendent will receive the following paid Holidays: New Year's Day, Labor Day, Christmas Day, Memorial Day, July 4th, Thanksgiving Day, and the day following Thanksgiving Day.

4. Sick Leave:

a. Amount and Use. The Superintendent shall be allowed ten (10) working days of sick leave each contract year all exclusive of Saturdays, Sundays, and legal holidays. The Superintendent is entitled to ten (10) full days of paid Sick Leave for each contract year.

b. Availability. Sick leave is a paid workday when the Superintendent may be absent from duties. Sick days are only available when the Superintendent is currently employed by the School District and the Superintendent is unable to perform assigned duties due to the illness or temporary disability of the Superintendent or due to the Superintendent needing to care for a member of the Superintendent's immediate family who is ill or has a serious health condition. Immediate family shall mean "Family and Extended Family" as defined in the Certified Handbook.

c. Carry-over and Accumulation. Unused sick leave may be carried over from one leave year to the next succeeding leave year or years. The maximum that may be accumulated is forty-five (45) days.

d. Unused Days. There shall be no pay for unused sick leave either during or upon ending of employment.

5. Bereavement Leave. The Superintendent is entitled to Bereavement Leave as defined in the Certified Employee Handbook.

6. Vacation, Sick, Professional and Personal Leave Log. The Superintendent shall maintain a monthly vacation, sick, professional and discretionary leave log which shall be submitted to the Board President for review on or before the 10th day of each month. The Board of Education will review the Leave Log on a quarterly basis.

B. Health and Dental Insurance: The District shall pay for and provide the Superintendent with health insurance coverage at the level for which the Superintendent qualifies (Employee, Employee/Spouse, Employee/Child(ren), or Employee/Spouse & Child(ren)), and single (Employee) dental insurance for which the Superintendent is qualified insurance under the District's group insurance plan; provided, the Superintendent may purchase dependent dental insurance (Employee/Spouse, Employee/Child(ren), or Employee/Spouse & Child(ren)) by paying the difference between the cost of single (Employee) coverage and the elected dependent coverage.

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. The Board may pay dues for professional organizations suitable for the Superintendent's position upon the Superintendent's request, and shall pay dues for the Superintendent's membership in the American Association of School Administrators and Nebraska Council of School Administrators.

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

E. Cell Phone Reimbursement: The Board shall reimburse the Superintendent for the cost of the Superintendent obtaining and maintaining a cellular phone for personal and employment use as part of the Superintendent's duties in the sum of Fifty Dollars (\$50.00) per month to be paid concurrent with the Superintendent's salary.

F. Moving Expenses: The Board shall reimburse the Superintendent for the cost of moving the Superintendent's residence within the boundaries of the Sterling Public School District in an amount up to the sum of Two Thousand Dollars (\$2,000.00); such payment to be made upon presentation to the Board of receipts and itemization for such costs provided the Superintendent resides within the school district by December 1, 2017.

G. Indemnification. The Board will support the Superintendent if there is a legal dispute caused by her carrying out her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of her performance of her duties or her position as Superintendent of the district, the Board will provide her with a legal defense to the maximum extent permitted by law so long as she acted in good faith and in a manner which she reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that her conduct was unlawful.

4. Duties.

A. Specification of Duties. The Superintendent's duties shall be primarily that of superintendent of schools and to provide ancillary support to the Principal as deemed necessary by the Superintendent. The Superintendent agrees that as superintendent, her position shall at all times be considered probationary under the provisions of Neb. Rev. Stat. §§ 79-824 through 79-842. 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 be subject to such other duties as the Board may assign from time to time. 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 Policies. 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.

B. Use of 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 activities. Should the Superintendent undertake consultative work, speaking engagements, writing, lecturing or other professional activities, the Superintendent shall utilize her personal vacation time for such purposes, and hold the School District harmless thereon.

C. Performance of 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 to 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. 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.

6. Evaluation of the Superintendent. The Board shall evaluate the Superintendent twice during her first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the regular December meeting. The Superintendent shall: remind the Board members in writing of this provision no later than its regular November meeting; make her evaluation an agenda item for the regular December board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education. The Superintendent shall follow these same steps during the appropriate months in order to ensure the board conducts the second evaluation during her first year of employment. The Superintendent shall remind the Board of the second evaluation requirement at least monthly and shall ensure that the evaluation is conducted no later than the Board's regular June meeting.

7. Contract Cancellation, Disciplinary Leave, and Fitness for Duty. The Board may cancel or amend this Contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental

incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of her duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with her duties under the renewal or evaluation provisions shall constitute a material breach of this contract.

The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the school district to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise or takes any other action at a duly convened meeting.

The Superintendent agrees that, at the request of the Board, she will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. 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. If the Superintendent is unable to perform her duties by reason of illness, accident or other disability, and the impairment continues for a period of 60 days 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 cancel this contract, whereupon 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 insurance coverage furnished by the district. The Board encourages the Superintendent to procure a short-term and long-term disability insurance policy.

Upon lawful cancellation 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 cancellation bears to the twelve months in the annual salary period in which cancellation occurs. Any portion of the salary paid, but not earned, prior to the date of cancellation 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 owing to the District are in excess

of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

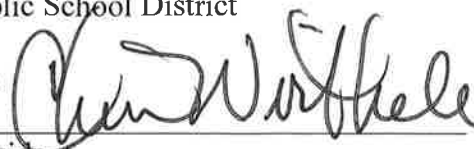

8. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of 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.

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.

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.

9. 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.

10. 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.

Executed this <u>17th</u> day of <u>June</u> , 2019.	Executed this <u>17th</u> day of <u>June</u> , 2019. Board of Education of Johnson County School District 49-0033, a/k/a Sterling Public School District
[SUPERINTENDENT NAME] <u>Dotie Heusman</u>	By: <u></u> President Attest: <u></u> Secretary

