

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS CONTRACT is made between the Board of Education of the Eustis-Farnam Public School District No. 95 located in Frontier County in the State of Nebraska, (hereinafter call the Board) and Steve Sampy (hereinafter called the Superintendent).

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 15 day of October, 2018, the Board hereby agrees to employ the Superintendent and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

1. The Superintendent shall be employed for a period of three (3) years, beginning on the 1st day of July, 2019, and ending on the 30th day of June, 2022. References in the Contract to "contract year" shall mean the period of July 1 to June 30. If the Board of Education fails to take action each year, on or before the December Board of Education meeting, in the initiating consideration of the nonrenewal of the Superintendent's contract or amendment or adjustment of the automatic extension of the contract, the existing contract shall be automatically extended for one (1) additional year beyond the initial term, or one (1) additional year beyond the end of the extended term, whichever is later. To prevent such automatic extension, the Board must give notice at the December Board of Education meeting, of the intent to not extend the Contract for an additional year. Notice by the Board of such intent must be given pursuant to official approved Board action.
2. Consideration for this contract shall be a salary package increase of 3.25% (Salary plus FICA, Health Insurance, and Retirement) for the 2019/20 school year, and a 3.25% salary package increase for 2020/21 and a 3.25% salary package increase for 2021/22. The salary for any renewal or extension periods shall be set by mutual agreement of the Superintendent and the Board, but shall in no event be less than the annual salary for the immediately preceding contract year. The annual salary shall be paid in equal installments in accordance with the policies of the Board governing payment of other professional staff members of the District. The Board retains the right to adjust the annual salary upward during the term of this contract as an amendment, without such adjustment constituting a new or amended contract or extending the terms of this contract. The Superintendent agrees to perform faithfully the duties of Superintendent and to serve as Chief Executive Officer of the Board and Chief Administrative Head of the school system.
3. During the term of this contract, the Board may discharge the Superintendent if he materially breaches any provision of this Contract, performs any act that substantially inhibits his ability to discharge his duties or does anything that constitutes just cause for discharge. All such proceedings must be conducted pursuant to and be in conformity with Nebraska statutes governing the cancellation of certificated school district employee's employment. Nothing contained herein shall prevent the suspension of the Superintendent, with pay, from his/her duties during the pendency of such proceedings. Provided, however, that the extent that the board is permitted to terminate the Superintendent's contract without just cause, by reference to the laws of the State of Nebraska, the Board retains said right and said right of termination without just cause is incorporated herein with contract paid in full. Throughout the term of this contract, the Superintendent shall devote his time, skill, labor, and attention to the position for which he is herein employed.
4. The Superintendent is charged with the responsibility of the administration of the administrative, instructional and business concerns of the District, subject in all cases, however, to the concurrence of the Board.

5. Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other disability beyond his control, and such disability exists for a period of more than his accumulated discretionary leave and vacation leave during the school year, the Board may in its discretion make a deduction from the salary stipulated herein. Should the Superintendent be unable to perform his duties by reason of illness, accident, or other disability beyond his control, and such disability shall continue for more than twelve (12) months, or if such disability is permanent, irreparable or of such a nature as to make performance of his duties impossible, the Board may in its discretion terminate 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 long term disability insurance coverage furnished by the District.
6. The Board shall provide the Superintendent with transportation required in the performance of his official duties during the term of his employment or shall reimburse him for such mileage at the rate set by the Nebraska Department of Administrative services.
7. During the terms of employment, the Superintendent shall be entitled to Twenty (20) working days of vacation per calendar year. Vacation time shall be scheduled by the Superintendent so as not to interfere with the normal operations of the District. During any subsequent years, the Board shall give the Superintendent up to 20 days to bring his total accumulation to no more than 20 days. For example, if the Superintendent uses 12 days of vacation one year, the Board will provide him with 12 days of vacation the following year to bring his total to 20 days. The Superintendent shall receive compensation for all unused vacation days remaining at the end of each contract year payable at his normal daily rate of gross pay. The Superintendent's "working days" shall not include any Saturday, Sunday, or legal holiday or any day when school is not in session due to normal breaks in the instructional term; i.e. Thanksgiving Break, Christmas Vacation, etc.
8. In addition to vacation days the Superintendent will be allowed 10 days of discretionary leave annually, accumulative to 40 days and 3 funeral leave days annually accumulative to 5. Accumulated, unused discretionary leave shall be paid to the Superintendent as severance pay at the rate of \$60.00 per day.
9. The Superintendent shall keep business records of all days of vacation or discretionary leave actually taken, and shall regularly advise the Board as to any such leave the Superintendent has taken.
10. The Superintendent shall be entitled to the medical insurance coverage accorded other professional employees of the District.
11. The District shall pay the entire cost of the superintendent's membership in the American Association of School Administrators and the Nebraska Association of School Administration.
12. To the extent, the Superintendent is expressly required by the Board to attend professional meetings, necessary and reasonable expenses of required attendance shall be borne by the District. The Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state, and national levels, provided that such attendance does not interfere with the proper performance of his duties under this contract. The Superintendent shall have expenses paid by the District, not to exceed \$2000.00 to at least one national convention each year during the term of this contract.
13. The Board shall evaluate and assess in writing the performance of the Superintendent at least once during each Contract year. This evaluation shall be conducted on or before March 31, but preferably in December, unless otherwise mutually agreed to by the Superintendent and the Board. The

Superintendent is responsible for notifying the Board of the Board's statutory obligation to evaluate the Superintendent by consulting with the President of the Board to see that the Superintendent's evaluation is placed on the Board's agenda during the contract year on or before the dates specified above. A failure to notify the Board of its need to perform the Superintendent's evaluation shall constitute neglect of duty sufficient to warrant cancellation of this contract.

14. This contract shall conform to the regulations governing deductions from the above stated compensation with reference to Withholding Tax, Social Security, and Teacher's Retirement. Other deductions may be withheld as agreed to by the parties to this contract. This Contract shall be deemed to have been entered into, subject to all provisions of the Laws of the State of Nebraska.

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

16. The Superintendent agrees to have a comprehensive physical examination performed by a licensed physician during the term of this contract. Superintendent agrees that he will authorize the physician performing such examination to provide the Board with a written report regarding the physical competence of the Superintendent to perform the essential functions of his position. The District shall pay the cost of such physical examinations and physician's report that are not paid for by the Superintendent's insurance coverage.

17. There shall be no penalty for release or resignation by the Superintendent from this Contract; provided, no resignation shall become effective until the expiration date of this contract unless it is accepted by the Board which shall fix the date at which the resignation shall take effect.

18. The Superintendent hereby affirms that he/she is not under contract with another School Board or Board of Education within this State covering a part or all of the same time of performance as is contemplated by this agreement. The Superintendent further affirms that at the beginning of the term of this contract, he/she holds or will hold a NEBRASKA ADMINISTRATIVE AND SUPERVISORY CERTIFICATE VALID for the position of Superintendent of schools, which is or will be in full force and effect for the period covered by this contract.

The failure to return a signed copy of the contract or renewal agreement to the President of the Board of Education of the District on or before October 22, 2018, shall constitute a rejection by the Superintendent of the offer of employment.

Executed the 15 day of October, 2018.

John Keller, Chairman, Board of Education

_____, Secretary, Board of Education

Executed this 16 day of October, 2018.

Steve Samp, Superintendent