

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT ISANTI COMMUNITY SCHOOLS**

THIS CONTRACT is made by and between the **Board of Education of Santee Community Schools**, legally known as **Knox County School District 54-0505** ("School District"), and referred to as "the Board" and "the District" respectively, and Greg Shepard, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of 1.5 years beginning on January 3, 2023, and expiring on June 30, 2025. During each contract year, the Superintendent shall be employed with the district on a 1.0 FTE basis. References to "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup>. The Superintendent's working days shall consist of all days Monday through Friday, but generally not Saturdays and Sundays and any holidays or leave days listed in Section 11. However, the Superintendent will work all days necessary to complete the Superintendent's duties, even if those are weekend days or holidays. The Superintendent will keep a log of working days and provide it to the Board upon request.

The initial 6 months of this contract will be considered one-half of one contract year. References to contract year refer to the first full contract year, July 1, 2024 through June 30, 2025. The compensation and benefits contained in this contract will be prorated on a one-half basis for the initial 6 months of this contract unless otherwise specified.

**Section 2. Renewal of Contract.** If the Board President does not inform the Superintendent in writing on or before **the seventh day after the regular December Board meeting in each final full contract year of this contract** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November Board meeting each year in which this contract is set to renew**, and shall make the renewal of the Superintendent's employment contract an agenda item for the **regular December Board meeting each year in which this contract is set to renew**. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

**Section 3. Salary.** The Superintendent's salary for the contract year shall be \$170,000.00 which shall be paid in 12 equal monthly installments on the District's regular payroll cycle. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent 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.

**Section 5. Professional Status.** The Superintendent affirms that he is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate. The Superintendent represents that: (1) all information he provided in connection with his application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

**Section 6. Superintendent's Duties.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Superintendent agrees to devote his time, skill, labor, and attention to his duties throughout the contract term. He shall be subject to the direction and control of the Board at all times and shall perform such

administrative duties as the Board assigns to him. By agreement with the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the District.

**Section 7. Board-Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. He is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study, and/or recommendation, as appropriate.

**Section 8. Cancellation or Mid-Term Amendment.** 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 his 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 his duties under the Renewal of Contract or Evaluation provisions shall constitute a material breach of this contract.

**Section 9. Disability.** If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than 30 calendar days or if the disability is permanent, irreparable, or of such a nature as to make performance of his 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.

**Section 10. Transportation.** The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

**Section 11. Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

- a. Health Insurance.** Employee health insurance that is provided to certificated staff through the District's health insurance carrier at the level for which the Superintendent qualifies—employee, employee-spouse, or full family.
- b. Dental Insurance.** Employee dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. Vision Insurance.** Employee single vision insurance that is available to certificate staff of the District.
- d. Life Insurance.** Term life insurance with a total death benefit of \$25,000.
- e. Housing.** The Board shall provide the Superintendent with access to a teacherage within the District, and utilities shall be paid by the District. The Superintendent's use of the teacherage is conditioned upon the Superintendent's continued employment by the District, and the Superintendent and District are not subject to the requirements of the Nebraska landlord-tenant laws unless otherwise required by law. Upon separation of employment for any purpose, the Superintendent's use of the teacherage shall terminate immediately, and the Superintendent shall vacate the teacherage within 2 days.

The Superintendent will ensure any tax implications of this benefit for him or the District are satisfied.

- f. Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the District's carrier at his own expense. The Board will increase the Superintendent's salary by an amount equal to the annual premium cost for the disability insurance.
- g. Sick Leave.** The Superintendent shall be entitled to 10 days of sick leave during each contract year, cumulative to 30 days. Sick leave may be used only for personal illness of the Superintendent or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under any long-term disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. If the Superintendent uses five or more successive days of sick leave, the Board may require the Superintendent to provide a doctor's note describing the nature of the illness or injury, and confirming that the Superintendent's absence was a reasonable and necessary consequence of the illness or injury. The Superintendent shall keep complete and accurate records of his sick days and shall provide the Board with a report of his accumulated sick days upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District.
- h. Vacation.** The Superintendent shall have 17.5 vacation days for the initial 6 months of this contract, up to 10 of which will be paid out upon request at the Superintendent's per diem rate. Any unused and unpaid days remaining after the initial 6 months of this contract will be carried into the initial contract year. The Superintendent shall have 35 vacation days for the initial contract year, with the board providing the number needed to bring the total to 35 after carrying forward unused days from the initial 6 months of the contract. After the initial contract year and each contract year this or any successor contract is in effect, the Superintendent may request payment for up to 20 unused vacation days at the Superintendent's per diem rate. For each subsequent contract year, the Board shall give the Superintendent the number of days necessary to restore his total to 35 days.

For example, if he uses 5 days of vacation and gets paid out 20 days in one year, the Board will provide him with 25 days the following contract year to bring his total back to 35 days. The Superintendent may use vacation days at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall provide the Board of Education with a report of his accumulated vacation days upon request. The Board may require him to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment at the Superintendent's per diem rate. "Per diem rate" for purposes of this provision means the current salary divided by 240.

- i. Bereavement Leave.** The Superintendent shall be permitted 2 days of bereavement leave per year. The Superintendent may take sick leave for additional bereavement leave for the death of a spouse, child (biological or adopted), sibling, or parent. This additional leave will be capped at 5 additional days unless authorized by the Board President.
- j. Professional Development.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, he may attend appropriate professional meetings at the local, state, regional and national level, and the Board will pay for valid expenses of attendance.
- k. Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the Nebraska Council of School Administrators and National Indian Education Association.
- l. Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that he can be

reached at all times for work-related emergencies or while away from school grounds during the workday. The School District will reimburse the Superintendent up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.

**m.403(b) Payment.** The Board will contribute \$12,500 every 6 months to the Superintendent's non-NPERS 403(b) retirement plan. The parties will cooperate on facilitating the payment, including ensuring the payment complies with any applicable withholding or tax obligations as required by law.

**n. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, including professional development in paragraph (f) above, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 et seq.) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more.

**Section 12. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 13. 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 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract.

**Section 14. Evaluation.** The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first two evaluations shall occur on or before December 31, 2024, and the Superintendent will remind the Board President of this obligation each month until the first two evaluations are completed; and he will collaborate with the Board President to coordinate those two evaluations using the written instrument on file with the Nebraska Department of Education. Annual evaluations after the first contract year 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 the Superintendent evaluation an agenda item for the regular **December** Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

**Section 15. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by him 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 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 his conduct was unlawful.

**Section 16. Physical or Mental Examination.** The Superintendent agrees that, at the request of the Board, he 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 other applicable laws, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

**Section 17. Disciplinary Action.** 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 at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a



written notice to the Superintendent advising him of the alleged reasons for the proposed action and provided the opportunity to present his version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a formal due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

**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 contact.

**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 is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement 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 \_\_\_\_ day of \_\_\_\_\_, 2023.**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Superintendent this \_\_\_\_ day of \_\_\_\_\_, 2023.**

\_\_\_\_\_  
Superintendent