

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

This contract is made by and between the Board of Education of Central City Public Schools, legally known as Merrick County School District 61-0004, (referred to herein as the "Board" and "District" respectively), and Jeffrey N. Jensen, referred to herein as "Superintendent Jensen."

WITNESSETH: The Board agrees to employ Superintendent Jensen, and he agrees to accept such employment subject to the terms and conditions set forth below.

**Section 1. Term of Contract.** Superintendent Jensen shall be employed for a period of three (3) contract years which shall begin on July 1, 2015, and end on June 30, 2018. References in this contract to "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup>.

**Section 2. Salary.** Superintendent Jensen's salary shall be one hundred forty-three thousand dollars and no cents (\$143,000.00) for the 2015-16 contract year; one hundred forty-six thousand five hundred dollars and no cents (\$146,500.00) for the 2016-17 contract year; and one hundred fifty thousand dollars and no cents (\$150,000.00) for the 2017-18 contract year. The Board shall pay the salary in twelve (12) equal installments. It shall make the first payment on the date for the payment of administrators in July, 2015 and make payments on the regular payment day of each subsequent month. Salary payments are subject to state and federal withholding required by law, including without limitation, retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions.

**Section 3. 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 February 15<sup>th</sup> of each year and the Board Secretary shall notify Superintendent Jensen in writing of the Board's action. If the Board does not take any action by February 15<sup>th</sup> to consider the nonrenewal or amendment of the contract, the contract term shall be extended for one (1) additional year. Superintendent Jensen is responsible for reminding the Board of this provision before the board's regular meeting each February. At the time of each contract renewal and/or amendment, Superintendent Jensen shall be responsible for taking all necessary steps to insure that the District has complied with the Superintendent Pay Transparency Act.

**Section 4. Professional Status.** Superintendent Jensen affirms that he is not under contract with any other school board or board of education covering any part or all of the contract term 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 School District's central administrative office. This contract shall not be valid before the date he registers his certificate and the Board will not compensate him for any services performed prior to that date.

**Section 5. Superintendent's Duties.** Superintendent Jensen, as the District's chief administrative officer, is responsible for the administration and operation of the instruction, business and personnel affairs of the District. He is subject to the Board's direction and control at all times and shall perform such duties as it assigns. Subject to the Board's approval, he shall organize, reorganize and arrange the administrative and supervisory staff of the District, and select, place, and transfer personnel. He shall devote his entire time, skills, and effort to the performance of his duties and shall undertake and perform them in an efficient and businesslike manner in accordance with Board policy and directives, the rules and regulations of the Nebraska Department of Education, and state and federal law. He shall not engage in any other business, profession or occupation without the Board's prior written consent. 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 6. Board-Superintendent Relationship.** The parties agree to work in a cooperative, communicative, and respectful manner and spirit. They will honor the responsibilities and duties of the other. Board members, individually and collectively, agree to promptly refer to Superintendent Jensen all criticisms, complaints and suggestions brought to their attention for action, study and/or recommendation, as appropriate.

**Section 7. Evaluation.** The Board shall evaluate Superintendent Jensen twice during his first year of employment and at least once each year thereafter. The Board may evaluate him more frequently when, in its sole discretion, it determines that more frequent evaluations are appropriate. Superintendent Jensen 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. The Board shall put its evaluations in writing and discuss them with Superintendent Jensen. He shall sign each evaluation to acknowledge receipt of it, and a fully signed copy of each evaluation shall become part of his personnel file.

**Section 8. Cancellation or Mid-Term Amendment.** The Board may cancel or amend Superintendent Jensen's employment during the contract term if he materially breaches any provision of this Contract or performs any act that substantially inhibits his ability to discharge his duties, including but not limited to (a) incompetence, (b) immorality, (c) intemperance, (d) cruelty, (e) conviction of a felony, (f) neglect of duty, (g) general neglect of the business of the District, (h) unprofessional conduct, and (i) physical or mental incapacity. The procedures for cancellation or amendment shall be in accordance with state statutes.

**Section 9. Inability to Perform Duties.** If Superintendent Jensen is unable to perform his duties because of illness, accident or other disability beyond his control, and such inability to perform his duties continues for more than forty (40) calendar days, or if it is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may, in its discretion, cancel this contract, whereupon the parties' rights, duties and obligations hereunder shall terminate; provided, the cancellation or amendment shall not terminate any insurance benefits which Superintendent Jensen had earned and to which he was entitled. The procedures for cancelling or amending this contract shall be in accordance with state statutes.

**Section 10. Fringe Benefits.** Superintendent Jensen shall have the benefits listed below.

- a. **Vacation Days.** Superintendent Jensen shall have twenty (20) days of paid vacation leave for the 2015-16 contract year. He shall make reasonable efforts to use these days when such use would not interfere with his ability to attend Board meetings and carry out his responsibilities. During subsequent years, the Board shall provide Superintendent Jensen with the number of additional vacation days that are necessary to bring his total back to twenty (20) days. For example, if he uses nine (9) days during a year, the board will provide him with an additional nine (9) days the following contract year to restore his total to twenty (20) days. Superintendent Jensen 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. Annually, he shall report to the Board on the number of vacation days he has used. The Board may require him to use vacation days.
- b. **Sick Leave.** Superintendent Jensen shall have ten (10) days of sick leave annually which may accumulate to a maximum of sixty (60) days. If he is absent for more than five consecutive days because of illness or injury, the Board may require him to provide a doctor's

certificate confirming that the absence was a reasonable and necessary consequence of his illness or injury. He shall not be entitled to any compensation for unused sick leave upon the conclusion of his employment. If he qualifies for disability pay under the District's disability policy, he shall be required to take the disability pay instead of sick leave pay.

- c. Health and Dental Insurance.** Superintendent Jensen shall be provided full-family health insurance with family dental insurance through the district's health insurance provider.
- d. Disability Insurance.** Superintendent Jensen is required to purchase disability insurance from the District's carrier at his own expense. The Board will increase his compensation by the amount of the premium cost.
- e. Moving Expenses.** Upon being provided with receipts, the Board will reimburse Superintendent Jensen for as much as five thousand dollars (\$5,000) for moving expenses he incurred in moving to the District at the outset of this contract.
- f. Transportation.** Superintendent Jensen shall be provided with transportation required for the performance of his duties. When such transportation is not available and he uses his personal vehicle, the District shall reimburse him for such mileage as is allowed and at the rate provided by board policy.
- g. Professional Development.** Superintendent Jensen may attend appropriate professional meetings at the local, state and national level if such attendance will not conflict with the performance of his duties. Professional development at the national level shall require approval by the Board. The Board shall pay the necessary expenses for travel, meals, lodging, and registration for his attendance at such meetings.
- h. Membership Fees.** The Board shall pay Superintendent Jensen's fees for membership in appropriate state and national associations.
- i. Retirement.** The Nebraska School Employees Retirement Act applies to Superintendent Jensen's employment hereunder.
- j. Legal Actions.** If any legal action, including but not limited to a professional practice complaint, is threatened or filed against

Superintendent Jensen, the Board shall pay the expenses of defending such legal action 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 interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful. This includes defending against a complaint to the Commissioner of Education alleging an unprofessional practice under Rule 27 (92 Administrative Code, Chapter 27) but shall not apply to such a complaint initiated by the Board against Superintendent Jensen.

**Section 11. Physical or Mental Examination.** The Board may require Superintendent Jensen 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 Superintendent Jensen is able to perform the "essential functions" of his position.

**Section 12. Compensation Upon Cancellation.** 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 12 months in the annual salary period. Superintendent Jensen shall refund or have withheld from any future payments any portion of his annual salary which he had been paid but had not earned prior to the date of cancellation.

**Section 13. 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 14. Amendments to be in Writing.** This Contract may be modified or amended only by a writing duly authorized and executed by Superintendent Jensen and the Board.

**Section 15. Severability.** If a court of competent jurisdiction declares any provision of this Contract to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remaining Contract provisions.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this \_\_\_\_ day of December, 2014.

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

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Dale Palser, President, Board of Education

Dated this \_\_\_\_ day of December, 2014.

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Jeffrey N. Jensen, Superintendent

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