

SUTTON PUBLIC SCHOOLS

SUPERINTENDENT'S CONTRACT
OF EMPLOYMENT

THIS CONTRACT is made by and between the Board of Education of Sutton Public Schools, Clay County School District 2, hereinafter referred to as "the Board," and Dana Wiseman, 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 the 17th day of January 2022, the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions:

Section 1. Term of Contract. The Superintendent shall be employed for a period of two (2) years, beginning on the 1st day of July, 2022, and expiring on the 30th day of June, 2024.

Section 2. Salary and Performance Payment. The Superintendent's salary for the 2022-23 contract year shall be \$164,500 which shall be paid in equal installments in accordance with the Board's policy governing payment of other professional staff employees. The salary for the 2023-24 contract years shall be set by mutual agreement of the Superintendent and the Board; but shall not be less than the annual salary for the immediately preceding contract year.

During the term of this contract, the Board shall not reduce the Superintendent's salary but may increase it, as an amendment hereto, without such increase constituting a new contract or extending the length of this Contract.

Section 3. Contract Extension. If a Board representative does not inform the Superintendent in writing on or before April 15, 2023, (and on or before April 15th of each year thereafter) 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 (and for a period of one year from and after the new expiration date created by any automatic renewal granted under this section) . The Superintendent shall remind the Board in writing of this provision on or before the regular March board meeting during each year of employment beginning in 2022.

Section 4. Superintendent's Duties. Subject to the approval of the Board, the Superintendent shall be responsible for organizing, reorganizing and arranging the administrative and supervisory staff of the district in a manner which best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by her with the assistance of her staff. The Superintendent shall have responsibility for selection, placement and transfer of personnel. She shall be responsible for initiating all personnel matters which require action by the board, which includes making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote her time, skill, labor and attention to her duties as Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing or other

professional duties and obligations. Administrative duties include serving on the NSAA Board of Directors.

Section 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 parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other party. The board, individually and collectively, will promptly refer all criticisms, complaints and suggestions called to its attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 6. Discharge. Throughout the term of this Contract, the Superintendent may be discharged if she materially breaches any provision of this Contract or performs any action which substantially inhibits her ability to discharge her 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 capacity.

Section 7. Disability. Should the Superintendent be unable to perform her duties by reason of illness, accident or other disability beyond her control, and such disability shall continue for more than two (2) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of her 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 insurance coverage furnished by the District.

Section 8. Physical Examination. The Superintendent agrees that, at the request of the Board, she will have a comprehensive physical and/or mental examination performed by a licensed physician or physicians of the Board's choosing during the term of this Contract. The Superintendent agrees that she will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. The cost of such physical examinations and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.

Section 9. Transportation. The Board shall provide the Superintendent with transportation required in the performance of her official duties or shall reimburse her for such transportation at the current Internal Revenue Service recommended mileage rate.

Section 10. Annual Vacation. The Superintendent shall have fifteen (15) vacation days for the 2022-2023 contract year that she may use at times she chooses so long as her absence does not interfere with the proper performance of her duties. Any extended vacation period 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. After the 2022-2023 contract year, the Board shall give the Superintendent the number of days necessary to restore her total to fifteen (15) 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 15 days. The Superintendent shall develop a system for recording her use of vacation days and

shall keep such records current and on file in the District's central office. The Board may require her to use her vacation days and shall compensate her for unused vacation days upon the conclusion of her employment.

Section 11. Sick Leave. Ten (10) days sick leave shall accrue each year the Superintendent is employed to a maximum of 45 days. At the end of each school year, a stipend of \$10.00 per day for each day in excess of 35 days will be given to the Superintendent.

Section 12. Professional Development. With the prior approval of the Board, the Superintendent shall continue her professional development by attending appropriate professional meetings at the local, state and national levels.

Section 13. Additional Benefits. The Superintendent shall receive the following additional benefits:

- Employee/child health/single dental (A & B plan) ins. paid by the school district
- Professional dues paid to the State and National Superintendent organizations at current cost
- Full LTD
- National Convention every other year (2022-2023)
- Unused sick leave at the rate of \$10.00 per day for any days over 35 days
- Three (3) personal leave days

Personal Leave. The Superintendent shall have three (3) days of personal leave for the 2022-2023 contract year that she may use at times she chooses so long as her absence does not interfere with the proper performance of her duties. After the 2022-2023 contract year, the Board shall give the Superintendent the number of days necessary to restore her total to three (3) days. For example, if she uses 1 day of personal leave one year, the board will provide her with 1 day the following year to bring her total to 3 days. The Superintendent shall develop a system for recording her use of personal leave days and shall keep such records current and on file in the District's central office. The Board may require her to use her personal leave days and shall compensate her for unused personal leave days upon the conclusion of her employment.

Section 14. 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 accepted by the Board and the Board shall fix the time at which the resignation shall take effect.

Section 15. 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. Any portion of the annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent.

Section 16. 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 17. 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 18. 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.

Section 19. E-Verify. Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska.

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

Executed by the Board this 17th day of January, 2022.

Secretary, Board of Education

President, Board of Education

Executed by the Superintendent this _____ day of _____, 2022.
