

STANTON COMMUNITY SCHOOL DISTRICT

Stanton County, Stanton, Nebraska

ADMINISTRATIVE (SUPERINTENDENT) CONTRACT

THIS CONTRACT is made by and between the Board of Education of Stanton County School District 84-0003, a/k/a Stanton Community School District, hereinafter referred to as "the Board," and **Michael J. Sieh**, 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 **9th day of April 2018**, 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.

- A. **Initial Term.** The Superintendent shall be employed for a period of three (3) years, beginning on the 1st day of July 2018, and ending on the 30th day of June 2021. References in this Contract to "contract year" shall mean the period of July 1 to June 30.
- B. **Automatic Extensions.** Effective on the 16th day of March of each year, this Contract shall be automatically extended for one (1) additional year beyond the initial term, or one (1) additional year beyond the end of any extended term, whichever is later. To prevent such automatic extension, the Board must give notice to the Superintendent, or the Superintendent must give notice to the Board, in writing, and prior to the 15th day of March of each year, of an intent to not to extend the Contract for an additional year. Notice by the Board of such intent must be given pursuant to official approved Board action. Notice by the Superintendent of such intent must be given to the Board President.

Section 2. Salary.

- A. **Base Salary for Initial Term.** The base annual salary shall be:

For the first contract year:	\$139,164.00
For the second contract year:	TBD
For the third contract year:	TBD
- B. **Base Salary for Extended Terms.** The Superintendent's base 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.
- C. **Payment of Base Salary and Adjustments.** The base annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. Salary payments shall be subject to state and federal withholding required by law, including without limitation FICA, FUTA, Medicare, and state or federal unemployment contributions. The Board retains the right to adjust the Superintendent's annual base salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Superintendent's salary shall not be reduced during the term of this Contract.

- D. **Payment of Base Salary Upon Cancellation.** Upon lawful cancellation, termination, or non-renewal this Contract, the Superintendent shall be paid an amount equal to the annual base salary for the contract year in which the cancellation, termination or non-renewal is effective, multiplied by the following fractions: (1) a numerator equal to the number of months or fraction thereof which have expired in the contract year in which such cancellation, termination or non-renewal is effective, over (2) a denominator equal to twelve months. Should this contract be cancelled, the Superintendent shall not be entitled any incentive bonus payment that has not been approved by the Board of Education prior the date of the deliver of the notice that the Board of Education is considering the cancellation, termination or non-renewal of the superintendent's contract.

Section 3. Leaves and Other Fringe Benefits.

- A. **Leaves.** The Superintendent shall be allowed twenty-two (22) working days of vacation leave, three (3) personal days, and ten (10) working days of sick leave during each contract year, exclusive of legal holidays. Vacations days are to be used in a manner and at times selected by the Superintendent; provided that the Superintendent make reasonable efforts to not schedule vacations which would cause the Superintendent to not be able to attend regular scheduled meetings of the Board of Education. The maximum number of unused days the Superintendent will be allowed to carry over from one contract year to the next shall be: twenty-two (22) vacation days and forty-five (45) sick days. Once the maximum is accumulated, no further vacation or sick days, as applicable, will be available or granted for the ensuing leave year or years until the accumulated number of days is less than the applicable maximum, and then only to the extent necessary to restore the total number of available vacation or sick days to the applicable maximum. The Superintendent shall maintain a vacation and sick leave log which shall be available to the Board for review. Any unused vacation or sick leave will be reimbursed at \$50/day.
- B. **Other Fringe Benefits.** The Superintendent shall be provided the following additional benefits: family health insurance, single dental insurance, the district's disability insurance, and term life insurance in the amount equivalent to the Superintendent's base salary. Benefits shall be equivalent to that provided to other certificated staff of the District, except to the extent otherwise provided for herein.
- C. **Tuition.** The board agrees to reimburse the Superintendent for tuition using the following guidelines: 1) the Superintendent has to submit yearly tuition statements from an accredited college prior to August 1st of the current year and 2) one-third of the tuition will be reimbursed annually for the next three years following the August board meeting providing that the Superintendent remains employed with the district.
- D. **Transportation.** The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the maximum rate permitted by law.
- E. **Health Examinations.** The Superintendent shall be provided a comprehensive medical examination in each contract year at the cost of the Board. To be reimbursed for such medical examination, the Superintendent shall provide the Secretary of the Board of Education with statement from the physician certifying to the physical competency of the Superintendent to perform the essential functions of the Superintendent's position. Such statement shall be placed in a separate medical personnel file, and remain confidential as and to the extent permitted by law.

- F. **Professional meetings.** The Superintendent shall attend appropriate professional meeting at the local, state, and national level, and such attendance shall not be taken against the Superintendent's allowable leave days. Such attendance shall be scheduled so as to not interfere with the proper performance of the Superintendent duties as Superintendent. The expenses of attendance shall be paid by the Board of Education, as and to the extent permitted by law and Board policy. The Board shall and does approve expenses for attendance at state and national administrators' conferences. The Superintendent's membership in professional associations shall be paid by the District in accordance with Board policy up to six hundred dollars (\$600.00).
- G. **Legal Actions.** In the event of any legal actions are threatened or filed against the Superintendent as a result of the performance of duties under this Contract, or the Superintendent's position as Superintendent of the School District, including professional practice complaints against the Superintendent, the Board shall provide a legal defense to the Superintendent, to the maximum extent permitted by law.

Section 4. Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to act as a Superintendent of Schools in the State of Nebraska shall be registered as required by law, 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. It is further agreed that 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.

Section 5. Performance of Duties.

- A. **Use of Time.** The Superintendent shall faithfully perform the duties of the Superintendent of Schools in and of the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. The Superintendent agrees to devote the Superintendent's full time, skill, labor and attention to the performance of the duties of the 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 to other professional duties and obligations so long as such other work is not inconsistent with the Superintendent's duties and obligations to the Board. Regular, dependable attendance is an essential function of the Superintendent's duties.
- B. **Specification of Duties.** The duties of the Superintendent shall be as prescribed in the Board of Education Policy Manual, which duties are incorporated by reference into this Contract as if set forth verbatim herein. The duties as prescribed in the Board of Education Policy Manual shall not be substantially changed during this Contract without the consent of the Superintendent by an amendment to the contract. 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 Policy Manual.
- C. **Board-Superintendent Relationship.** The Board shall have primary responsibility of formulating and adopting Board policy. The Superintendent shall be the chief administrative officer of the District, and shall have primary responsibility of implementation of Board policy. The Board of Education agrees, individually and collectively, to promptly refer all criticism, complaints and suggestion concerning operation of the School District including without limitation matters relating to personnel and students to the Superintendent

for action, study or recommendation, as appropriate, and to not comment or take action on such matters except upon recommendation of the Superintendent or upon the Superintendent having been permitted sufficient opportunity to respond to the matter.

Section 6. Discharge. The Contract of the Superintendent may be cancelled or amended by a majority of the members of the School Board during the term of the Contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or Nebraska professional administrative and Supervisory Certificate), by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reason set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination, (h) immorality; (i) physical or mental incapacity; (j) intemperance; or (k) conviction of felony. The procedures for cancellation during the term of the contract shall be in accordance with the applicable Nebraska Revised Statutes.

Section 7. Contract Enforceability

- A. **Applicable Law.** 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. This Contract shall be interpreted under the laws of the State of Nebraska.
- B. **Amendments.** This Contract maybe modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.
- C. **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.

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

EXECUTED BY THE BOARD

this ____ day of _____, 2018

STANTON COUNTY SCHOOL DISTRICT 84-0003,
A/K/A STANTON COMMUNITY SCHOOL DISTRICT

By:

President, Board of Education

Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT

this ____ day of _____, 2018

Dr. Michael J. Sieh, Superintendent