

**NORFOLK PUBLIC SCHOOLS
NORFOLK, NEBRASKA
CONTRACT OF EMPLOYMENT WITH THE
SUPERINTENDENT OF SCHOOLS**

THIS CONTRACT is made by and between the Board of Education of Madison County School District 59-0002, a/k/a as the Norfolk Public Schools, hereinafter referred to as "the Board," and Dr. Jami Jo Thompson, here in after referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the regularly scheduled Board meeting held on the **12th day of March, 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:

TERM OF CONTRACT

- A. Term: This contract is for a term of three (3) years beginning on the **1st day of July, 2018**, and **expiring on the 30th day of June, 2021**. A "contract year" for purposes of this contract shall be from July 1 to June 30.

- B. Superintendent's Notice to Intent to Extend: The Superintendent shall give the President of the Board a "Superintendent's Notice of Intent to Extend" which is a written notice that the Superintendent intends to extend the contract for a period of one (1) year. This notice shall be given between **October 15th and December 1st**. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the contract shall not be extended.

- C. Board Action on Notice of Intent to Extend: In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall have until on or before **December 31st** to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of a possible non-renewal or cancellation, the contract shall be extended for an additional term of one (1) contract year.

- D. Notice of Non-Renewal: Notice of intent to non-renew in the final year of the contract shall be given to the Superintendent on or before April 15th of the final year of the contract.

SALARY

- A. Salary for the Term: The annual salary for the contract year of **July 1, 2018, through June 30, 2019**, shall be as follows:

2017-2018 Salary	\$204,350.00
Family Health and Dental \$900 Deductible (125)	\$21,540.84
Employee share of retirement	\$19,985.43
Employee Term Life Insurance "\$125,000 value"	\$240.00
Disability	\$815.47
Cell-phone stipend	\$640.00
District share of FICA	\$17,649.64
District share of Retirement	\$20,185.28

Final District Cost **\$285,406.66**

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of the contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as stated above. Any adjustment in salary made during the term of the contract shall be in the form of an amendment and shall become part of the contract; provided however, that in making any such salary adjustment, it shall not be considered that the district has entered into a new contract, nor shall the termination date of the contract be thereby extended unless the Board of Education by specific action, shall expressly be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of the contract or any prior extension be for a period in excess of three (3) years.

- B. Inclusive of All Services Provided to the District: In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this contract.
- C. Salary for Extended Terms: 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.
- D. Payment of Salary and Adjustments: The first annual salary installment shall be paid on **July 18, 2018**, and each subsequent installment shall be paid on or before the eighteenth (18th) day of each month thereafter during the term of this agreement. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the district. Salary payments shall be subject to state and federal withholding required by law, including without limitation retirement contributions, FICA, FUTA, Medicare, and state or federal unemployment contributions.

BENEFITS

(Vacation and Sick Leave)

Nature of Paid Leaves: Paid leave from the Superintendent's professional duties are available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the school district; (2) the leave day is taken on a day the Superintendent would otherwise be expected to be at work; and (3) the Superintendent has met the conditions for such leave to be taken as applicable to each specified form of paid leave. All paid leave is subject to the following:

Leave Year: The leave year is the Superintendent's contract of July 1 through June 30 of each year that this contract is in effect.

Unused Leave: There shall be no pay for leave available but unused either during or upon ending of employment except as may be specifically set forth herein.

Vacation

Amount and Use: The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year exclusive of Saturdays, Sundays and legal holidays. It is understood, however, that the Superintendent may from time to time be required to perform duties on Saturdays, Sundays and legal holidays. Vacation days are to be used in a manner and at times selected by the Superintendent; provided that the Superintendent shall make reasonable efforts to not schedule leaves which would cause the Superintendent to not be able to attend regularly scheduled meetings of the Board of Education or important school functions, and the Superintendent shall provide information such that the Superintendent may be contacted when necessary.

Vacation Accumulation: The Board and the Superintendent agree that periodic vacation is beneficial to "recharge" the Superintendent. As such, the Superintendent shall use at least ten (10) days of vacation each year. At the end of the contract year the Superintendent will be reimbursed for up to five (5) days of any remaining unused vacation days at the effective daily rate of pay in such contract year. Any remaining unused vacation days remaining from a prior contract year shall be subtracted from the number of vacation days the Superintendent has for the following contract year, such that the total vacation days at the beginning of each contract year be twenty (20) days. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.

Sick Leave

Amount and Use: The Superintendent shall be allowed twelve (12) working days of sick leave each contract year all exclusive of Saturdays, Sundays and legal holidays.

Availability: Sick leave is a paid work day when the Superintendent may be absent from duties. Sick days are only available when the Superintendent is currently employed by the school district and the Superintendent is unable to perform assigned duties due to the illness or temporary disability of the Superintendent or due to the Superintendent's immediate family who is ill or has a serious health condition. Immediate family shall mean the Superintendent's spouse, children or parent.

Carry-over and Accumulation: Unused sick leave may be carried over from one leave year to the next succeeding leave year or years. The maximum that may be accumulated is forty-five (45) days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than forty-five (45), and then only to the extent necessary to restore the total number of available sick leave days to the maximum of forty-five (45) days.

Unused Days: There shall be no pay for unused sick leave either during or upon ending of employment.

(Personal & Bereavement Leave)

Personal Leave

Days per Leave Year: Three (3) days are available to the Superintendent each leave year.

Availability: Paid personal leave is available to the Superintendent for the purposes of allowing the Superintendent to attend to personal matters.

Carry-Over and Accumulation: There is no carry-over or accumulation of unused personal leaves.

Unused Days: In the event the Superintendent does not use available personal days during a leave year, the Superintendent will be eligible to receive payment for such unused personal leave, subject to the condition that employment not have ended during or at the end of such leave year for reason of non-renewal or cancellation of employment contract. The rate of pay for unused personal leave will be the Superintendent's per diem rate of pay for the leave year. Such payment will be made with the August pay check.

Bereavement Leave

Days per Leave Year: Three (3) days of family bereavement leave and one (1) day of non-family bereavement leave are available to the Superintendent each leave year. All bereavement leave is subject to a maximum of ten (10) days each leave year.

Availability: Family bereavement leave is available to the Superintendent each leave year for purposes of allowing the Superintendent to address issues related to the death of a member of the Superintendent's family. For purposes of this subparagraph, the term family means the Superintendent's spouse, child, parent, parent-in-law, sibling, sibling-in-law, son or daughter-in-law, the Superintendent's grandparents, spouse's grandparents, and the Superintendent's grandchild. Non-family bereavement leave is available to the Superintendent for the death of a non-family member and shall require that the Superintendent attend funeral services.

Carry-Over and Accumulation: There is no carry-over or accumulation of unused bereavement leaves.

Unused Days: There shall be no pay for unused bereavement leave either during or upon ending of employment.

(Vacation, Sick, Professional, Personal and Bereavement Leave Log)

The Superintendent shall maintain a monthly vacation, sick, professional, personal and Bereavement leave log which shall be submitted to the Board President for review on or before the 8th day of each month.

Miscellaneous Provisions

- a. Section 125 Plan: The Superintendent shall be permitted to participate in the district's Section 125 Plan for purposes of purchasing and paying for group health insurance, dental insurance and long-term disability insurance.
- b. Life Insurance: The Superintendent shall be provided basic term life insurance with a death benefit of \$125,000.00.
- c. Health Insurance: The Superintendent shall be provided a family plan of health and dental insurance.
- d. Disability: The Superintendent shall be provided long term disability insurance
- e. State Retirement: The Employee and Employer share of the Superintendents contributions to the state retirement system (NPERS) shall be provided
- f. Meetings and Dues: The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does

not interfere with the proper performance of the Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the district consistent with Board policies. The Board may pay dues for professional organizations suitable for the Superintendent's position upon the Superintendent's request, and shall pay dues for the Superintendent's membership in the American Association of School Administrators, Nebraska Council of School Administrators and the Northeast Nebraska School Superintendent's Association.

Transportation Expenses: The reasonable and necessary expenses of transportation required in the performance of the Superintendent's official duties shall be reimbursed at the rate set annually by the Board for district travel.

Health Examinations: The Superintendent, at the Superintendent's election, shall be provided a medical examination in each contract year at the cost of the Board. To be reimbursed for such medical examination, the Superintendent shall provide the President of the Board of Education with a 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.

Indemnification: The district shall, to the extent permitted by law, defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the district, provided that the incident arose with the Superintendent was acting (or in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the district. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the district beyond any applicable insurance coverage the district has available.

DUTIES

Specification of Duties: The Superintendent shall perform the duties of Superintendent as are regularly and customarily expected for such position and such duties and responsibilities as set forth in Board Policy or Regulation for such substantially changed during this contract without the consent of the Superintendent by an amendment to this contract. The Superintendent shall be subject to such other 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 Policies. In the event that

The Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

Use of Time: The Superintendent agrees to devote full time to the assigned duties, provided that the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional activities. Should the Superintendent provide services to other school districts or in undertaking consultative work, speaking engagements, writing, lecturing or other professional activities, the Superintendent shall utilize her personal vacation time for such purposes and hold the School District harmless.

Performance of Duties: In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

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 Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

EVALUATION OF THE SUPERINTENDENT

The Superintendent shall be evaluated twice during the first contract year and once during the second year and each year of any Extended Term, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

CONTRACT CANCELLATION

In the event the Superintendent violates any of the provisions of this contract or performs any act or does anything which is materially harmful to the district, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein then the Superintendent may be discharged in accordance with applicable law, including, but not limited, the following reasons: (1) becoming legally disqualified to perform as a Superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this contract being determined to be false or incorrect; (6) failure to return an Intent to Extend by the required date, provided that such date not be prior to just cause, including: (a) incompetency, which includes, but is not limited to demonstrated deficiencies or shortcomings in knowledge of subject matter or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties. Suspension or other disciplinary action may be enforced in accordance with applicable law.

Upon 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 salary paid, but not earned, prior to the date of termination of this contract, and any sums owing to the district by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the district are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of the Superintendent in accordance with applicable law at any time while this contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason beyond the Superintendent sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereto shall terminate.

REPRESENTATIONS AND LEGAL REQUIREMENTS

The Superintendent affirms that (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this contract and any extensions of this contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with

law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; 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.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of NAC 21; and (3) Superintendent has not suffered suspension or revocation of any Educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

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. This contract is subject to provisions of the School Employee's Retirement Act.

GOVERNING LAWS

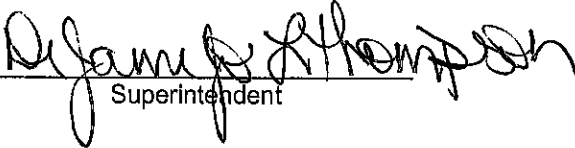
The parties shall be governed by all applicable Nebraska and federal laws, rules and regulations in performance of their respective duties and obligations under this contract.

AMENDMENTS AND SEVERABILITY

This contract may be modified or amended only by a written duly authorized and executed by the Superintendent and the Board of Education. 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.

The failure to return a signed copy of this contract to the President of the Board of Education of the district on or before March 19th, 2018, shall constitute a rejection by the Superintendent of the offer of employment.

Executed this day of March 12th, 2018



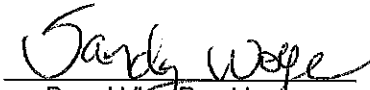
Superintendent

Executed this day of March 12th, 2018

Board of Education of Madison County School District 59-0002
a/k/a Norfolk Public Schools



Board President



Board Vice President