

CONTRACT OF EMPLOYMENT
OF
SUPERINTENDENT OF SCHOOLS
Gordon – Rushville Public Schools

THIS CONTRACT is made by and between the BOARD OF EDUCATION OF SHERIDAN COUNTY SCHOOL DISTRICT 81-0010, A/K/A GORDON-RUSHVILLE PUBLIC SCHOOLS, hereinafter referred to as “THE BOARD”, and LORI LIGGETT, hereinafter referred to as “SUPERINTENDENT”, upon the following terms and conditions:

1. **TERM OF CONTRACT.** The term of this contract shall be for a period of two (2) years commencing on the 1st day of July, 2017 and ending on the 30th day of June, 2019, unless, however, SUPERINTENDENT shall give written notice to THE BOARD on or before March 1, 2018, that SUPERINTENDENT is electing to terminate the contract effective June 30, 2018.

2. **FULL TIME EMPLOYEE (FTE).** The parties agree that SUPERINTENDENT is employed on a full-time equivalency (FTE) basis. This contract shall supersede any existing contract of employment between the parties.

3. **SALARY.**

Year One. The annual salary for this contract shall be \$135,000.00 and the same extra benefit provided to certified staff (\$13,925), payable in equal monthly payments in accordance with the policy of THE BOARD governing payment of certificated employees of the District.

Year Two. The annual salary for the second year shall be \$138,375.00 and the same extra benefit provided to certified staff (\$14,425), payable in equal monthly payments in accordance with the policy of THE BOARD governing payment of certificated employees of the District.

Deductions. The salary payments to the SUPERINTENDENT will be subject to deductions in conformance with the regulations governing withholding tax, Social Security and the School Employee’s Retirement Act. Other lawful deductions may be withheld as agreed by the parties.

4. **PROFESSIONAL STATUS AND DUTIES.** SUPERINTENDENT warrants and agrees that he is not under contract with any other School District or Board of Education, and that he will faithfully perform the duties of SUPERINTENDENT of the District as prescribed by the laws of the State of Nebraska and by the rules and regulations and policies promulgated by THE BOARD.

SUPERINTENDENT further agrees to perform the duties as assigned by the Board of Education and as are required by law.

5. **BENEFITS.**

- a. *Annual Vacation and Sick Leave.* SUPERINTENDENT shall have regular school holidays and in addition shall have twenty (20) working days of paid vacation leave for each twelve month period of employment. The parties agree that paid vacation leave shall not accrue. The parties recognize that vacation is an important aspect of employment and employees are encouraged to utilize vacation time. Therefore, unused vacation shall not be compensated. Only such vacation that is used shall qualify as paid vacation.

SUPERINTENDENT shall have ten (10) working days of sick leave each year accumulative to a total of ninety (90) days. Accruing sick leave shall not vest and shall only be payable when the same has been earned/qualified. Payment for sick leave must qualify under this Agreement or under the policies of the District including but not limited to proof of sickness or the existence of conditions permitting the use of sick leave. THE BOARD, in its discretion, may require SUPERINTENDENT to furnish a certificate from a medical services provider showing inability to work during the absence.

In addition to vacation leave and sick leave, SUPERINTENDENT shall have four (4) personal leave days to be used during the contract year. Personal leave shall not accrue, and if not utilized by SUPERINTENDENT, shall terminate at the end of the year.

- b. *Insurance.* SUPERINTENDENT shall be entitled to purchase group health and accident insurance the same as available to other certificated employees of the District.

- c. Meeting and Dues. The SUPERINTENDENT shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interference with the proper performance of SUPERINTENDENT'S duties. Reasonable necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. THE BOARD shall, upon request, pay SUPERINTENDENT'S annual dues to the Nebraska Council of School Administrators and may in its discretion pay dues for other professional organizations suitable for the SUPERINTENDENT'S position and upon written request by SUPERINTENDENT to THE BOARD.
- d. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of SUPERINTENDENT'S official duties shall be reimbursed at the NDE allowance. Reimbursement shall be made as often as SUPERINTENDENT shall submit his request and proof of the same.
- e. Indemnification. The District Board 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 SUPERINTENDENT in SUPERINTENDENT'S individual capacity or the SUPERINTENDENT'S official capacity as an agent or employee of the District, provided that the incident arose while SUPERINTENDENT was acting (or in good faith, reasonably believed that the SUPERINTENDENT was acting) within the authorized scope of SUPERINTENDENT'S employment with the District.
- f. Other Benefits. The SUPERINTENDENT will be provided such other benefits as are provided to certificated employees of the District provided herein.

6. DUTIES.

- a. Description of Duties. The duties to be performed by the SUPERINTENDENT shall include those as are regularly and customarily expected for his assigned position and which are set forth in Board policy or regulation for the position of SUPERINTENDENT/Administrator and such lawful duties as THE BOARD may direct.
- b. Performance of Duties. The SUPERINTENDENT shall be governed by the policies, regulations and directions of the Board of Education. The

SUPERINTENDENT shall in all respects diligently and faithfully perform the assigned duties to the best of his professional ability. In that respect, the SUPERINTENDENT shall not engage in conduct which would be in violation of Nebraska Department of Education Rule 27(92NAC27), as such rule may be revised from time to time, regardless of whether SUPERINTENDENT is otherwise subject to such rule. In addition to the foregoing, the SUPERINTENDENT shall:

- i. Organize and supervise the administrative and supervisory staff of the School District.
 - ii. Administer and manage the instruction and business affairs of the School District.
 - iii. Select, manage, place, transfer and supervise all personnel matters for the District.
 - iv. Make recommendations to the Board of Education concerning the termination, discipline or discharge of any personnel.
 - v. Be the transportation director.
 - vi. Be the supervisor of summer school.
- c. Attendance. Regular dependable attendance is an essential function of the SUPERINTENDENT'S position. SUPERINTENDENT agrees to devote his full time to the assigned duties, provided that with the advance agreement of THE BOARD, SUPERINTENDENT may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

7. CONTRACT TERMINATION.

- a. Reasons for Termination. This contract may be cancelled or terminated in accordance with the applicable law 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, including, but not limited to (1) cancellation, termination, revocation, or suspension of his professional certificate by the State Board of Education or otherwise becoming legally disqualified to perform the duties of the assigned position; (2) participation in any fraud; (3) causing any intentional

damage to the property of the District, students or staff; (4) engaging in any unlawful act; (5) excessive absenteeism or derelict to duty; (6) any representation by SUPERINTENDENT being determined to be false or deliberately misleading; or (8) 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 duties;
- (c) unprofessional conduct;
- (d) insubordination;
- (e) immorality;
- (f) physical or mental incapacity;
- (g) failure to give evidence of professional growth as may be required by law; or
- (h) other conduct which interferes substantially with the continued performance of his duties.

Non-renewal, suspension or other disciplinary action may be enforced in accordance with applicable law.

- b. 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 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 paid 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.
- c. Health. THE BOARD may require a certificate of health and physical fitness of 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 of mental or physical incapacity or any reason beyond the SUPERINTENDENT'S control, and said disability exists for a period exceeding the SUPERINTENDENT'S 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 SUPERINTENDENT'S position, the Board of Education may, at its option, terminate this contract.

8. **REPRESENTATIONS AND LEGAL REQUIREMENTS.**

- a. *Certificate.* The SUPERINTENDENT shall hold at all times during the term of this contract a valid and appropriate certificate to act as the SUPERINTENDENT for the District in the State of Nebraska and to perform the assigned duties of SUPERINTENDENT.
- b. *Registration of Certificate.* The certificate required to perform the assigned duties shall be registered as required by law. This contract is not valid until the required certificate is registered in accordance with law and the SUPERINTENDENT shall not be compensated for any services performed prior to the date of registration of his certificate.
- c. *No Other Contract.* The SUPERINTENDENT represents that SUPERINTENDENT is not under contract with any other 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.
- d. *School Retirement.* This contract is subject to provisions of the Employees' Retirement Act.
- e. *Representations of SUPERINTENDENT.* The SUPERINTENDENT represents that: (1) SUPERINTENDENT has never been convicted or pled no contest or otherwise been adjudicated as having committed a felony, or any other offense involving moral turpitude, or any other offense involving abuse, neglect or sexual misconduct as defined in Sec. 003.11 through 003.13 of 92NAC21; and (2) 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 eminent.

9. **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.

10. AMENDMENTS AND SEVERABILITY. This contract may be amended only be a writing duly authorized and executed by the SUPERINTENDENT and THE BOARD. 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.

DATED this _____ day of _____, 2016.

LORI LIGGETT, Superintendent

DATED this _____ day of _____, 2016.

BOARD OF EDUCATION OF SHERIDAN
COUNTY SCHOOL DISTRICT 81-0010,
A/K/A GORDON-RUSHVILLE PUBLIC
SCHOOLS, The Board

By: _____
President

Attest:
_____, Secretary