

**INTERIM SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
STERLING PUBLIC SCHOOLS**

THIS CONTRACT is made by and between **the Board of Education of Sterling Public Schools**, legally known as **Johnson County School District No. 49-0033**, and referred to as "the Board" and "the District" respectively, and **Thomas P. Sharp**, referred to herein as the "Interim Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Interim Superintendent, and the Interim Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Interim Superintendent shall be employed for a period beginning on **November 19, 2019**, and expiring on **June 30, 2020**. This contract is entered into for the sole purpose of employing the Interim Superintendent for the period specified above. It shall not be subject to renewal by statute or any provision of this contract. This contract may be extended by mutual agreement of the parties, however pursuant to both this contract or any extension thereof the Interim Superintendent shall be employed with the District on a 0.6 FTE basis. The Superintendent's work days shall include every day during the period of November 19, 2019, through June 30, 2020, except for the following: Saturdays, Sundays, holidays listed in Section 11, or leave days listed in Section 11. Notwithstanding the foregoing, the Interim Superintendent agrees to work sufficient hours and days to satisfactorily complete the duties of this contract, including without limitation Saturdays and/or Sundays as needed. The Interim Superintendent shall keep complete and accurate records of the working days and shall provide the Board of Education with a report of days worked upon request of the Board.

Section 2. Renewal of Contract. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR \$1 AND OTHER VALUABLE CONSIDERATION, THE INTERIM SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, THE INTERIM SUPERINTENDENT UNDERSTANDS THAT HE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. HE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE IS WAIVING. The Interim Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Interim Superintendent's salary for the term of this contract shall be \$41,000, which shall be paid beginning in the month of December 2019. The Board shall not reduce the Interim Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this

contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The Interim Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Interim Superintendent or the value of property or money entrusted to the Interim Superintendent or owed by the Interim Superintendent to the District during the course of or as a result of the Interim Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Interim Superintendent and Board may agree.

Section 5. Professional Status. The Interim Superintendent affirms that he is not under contract with any other board of education which would prevent him from fulfilling the duties of this agreement or which covers any part or all of the term provided 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 District's central administrative office. This contract shall not be valid and the Board will not compensate the Interim Superintendent for any service performed prior to the date that he registers his certificate. The Interim Superintendent represents that: (1) all information provided in connection with the application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

Section 6. Interim Superintendent's Duties. The Interim Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Interim Superintendent agrees to devote his time, skill, labor and attention to his duties throughout the contract term. The Interim Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to him. By agreement with the Board, the Interim Superintendent 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 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Interim Superintendent shall serve as the chief administrative officer for the District and shall be responsible for implementing Board policy. The Interim Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with

the concurrence of the Board. He is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Interim Superintendent for action, study, and/or recommendation, as appropriate.

Section 8. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Interim Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Interim Superintendent's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Interim Superintendent or the failure to report the same; (n) any filing against the Interim Superintendent under NEB. REV. STAT. § 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of the District's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the District except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Interim Superintendent's failure to comply with his duties under Section 2 (Renewal of Contract) or Section 13 (Evaluation) shall constitute a material breach of this contract.

Section 9. Disability. If the Interim Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than fourteen (14) days or if the disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may initiate action to cancel 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 Interim Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Interim Superintendent with transportation or reimburse him for mileage required in the performance of official duties at the rate approved by the Board.

Section 11. Fringe Benefits. The Board shall provide the Interim Superintendent with the following fringe benefits:

- a. Sick Leave.** The Superintendent shall be entitled to four (4) days of sick leave during the term of this contract which may accumulate to a total of four (4) days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of his sick days and shall provide the Board of Education with a report of his accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District.
- b. Vacation.** The Superintendent shall have ten (10) vacation days for the period covered by this contract, which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. No more than three (3) consecutive vacation days be taken without prior approval of the Board. Vacation time may be utilized in no less than half-day increments. The Superintendent 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. The Superintendent shall keep complete and accurate records of his vacation days and shall provide the Board of Education with a report of his accumulated vacation days at least quarterly. The Board may require him to use his vacation days and shall compensate him for unused vacation days upon the conclusion of his employment.
- c. Professional Development.** The Interim Superintendent is expected to continue his or her professional development and to participate in relevant learning experiences. With the approval of the Board, he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.
- d. Professional Dues.** The District will pay the annual dues for the Interim Superintendent's membership in the following organizations: Nebraska Council of School Administrators.
- e. Holidays.** The Superintendent shall receive the following paid holidays: Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, and Memorial Day.
- f. Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the workday. The District will reimburse the Superintendent up to a maximum of \$50 per month for the actual cost of a cellular phone service plan.

g. Expense Reimbursement. The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 et seq.) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more.

h. Status as Temporary Employee under NEB. REV. STAT. § 79-902(43). It is the parties' intention that the Interim Superintendent be employed for one year or less in the position of interim superintendent. Therefore, the Interim Superintendent shall not receive service credit for or make contributions to the School Employees Retirement System of the State of Nebraska.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Interim Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation Upon Termination and Credit for Accrued Vacation. Upon lawful termination of this contract for any reason, the Interim Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract.

Section 14. Evaluation. The Board shall evaluate the Interim Superintendent twice during the 2019–20 school year. The Interim Superintendent shall remind the Board members in writing of this; make his or her evaluation an agenda item for two regular board meeting during the contract year; and provide the Board with a copy of the written evaluation instrument that is on file with the Nebraska Department of Education for Sterling Public Schools.

Section 15. Legal Actions. The Board will support the Interim Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Interim Superintendent as a result of his performance of his duties or his position as Interim Superintendent of the District, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner that he reasonably believes 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.

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 contact.

Section 17. Entire Agreement. This contract fully incorporates the entire agreement and understanding of the parties, and there are no other oral or written agreements or understandings in effect among the parties relating to the subject matter of this contract. This contract supersedes all prior statements, representations, or warranties, oral or written, express or implied, regarding the subject matter of this contract; and no promise, representations, or agreement not expressed in this contract has been made to any party. In executing this contract, each party is relying solely upon their own judgment and advice of their respective legal counsel.

Section 18. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Interim Superintendent and the Board.

Section 19. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement 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 _____, 2019

President, Board of Education

Secretary, Board of Education

Executed by the Interim Superintendent this ____ day of _____, 2019.

Interim Superintendent