

CONTRACT OF EMPLOYMENT ADMINISTRATOR OF SCHOOLS

This contract is made by and between the Board of Education of Sandhills Public Schools, legally known as Blaine County School District 05-0071-000 (referred to herein as the "Board" and the "District" respectively, and J.D. Furrow, referred to herein as the "Administrator."

WITNESSETH: In accordance with its action taken and recorded in the minutes of its meeting held on the 12th day of December, 2022, the Board offers to employ J.D. Furrow as its Superintendent and Principal and he agrees to accept such employment subject to the terms and conditions set forth herein.

Section 1. Term of Contract. This contract shall be for a period of two (2) contract years beginning on July 1, 2023 and ending on June 30, 2025. The term "contract year" shall mean the period from July 1st through June 30th. The first year of the contract will begin on July 1, 2023 and end on June 30, 2024. The second year of the contract will begin on July 1, 2024 and end on June 30, 2025.

Section 2. Percentage of Employment as Superintendent and as Principal. The Administrator shall be employed as superintendent of a sixty percent (60%) and as principal on a forty percent (40%) full time equivalency basis. The Administrator understands and accepts that he will not become a tenured (permanent) employee.

Section 3. Duty Days. Duty days will not include Saturdays, Sundays, scheduled school holidays when school is not in session and teachers and/or staff are not required to be at school, including, but not limited to the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 4. Salary. The Administrator shall be paid an annual salary of one hundred twenty-nine thousand dollars (\$129,000.00) subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments commencing in July 2023 in accordance with the District's payment practices for professional staff members. The salary for the second contract year, and the extension of the contract shall be subject to negotiations between the Board and the Administrator on or before the December Board meeting each year. The Board shall not reduce the Administrator's compensation during the contract term except for just and sufficient cause as authorized by law, but it may increase the compensation as an

amendment to the contract without the amendment constituting a new contract or extending the contract term.

Section 5. Professional Status. The Administrator affirms that he is not under contract with another school board or board of education covering any part of the contract term of this contract. Throughout the term of this contract he will hold valid and appropriate certificates to act as a superintendent and as a principal in schools in the State of Nebraska, which he will register in the central office of the District as required by law. This contract shall not be valid and the Board will not compensate the Administrator for any service performed before the date that he registers his certificates.

Section 6. Duties. As Administrator, he shall be responsible for the administration and operation of the instruction and business affairs of the District. He will devote his entire time, skills, and effort to the performance of his duties and shall undertake and perform them in an efficient and businesslike manner in accordance with Board policy and directives, the rules and regulations of the Nebraska Department of Education, and state and federal law. He shall not engage in any other business, profession or occupation without the Board's prior written consent. By agreement with the Board, he 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. Administrator's Residence. The Administrator shall reside within 60 miles of either the Halsey or Dunning Campus during his term of employment.

Section 8. Transportation. The Board shall provide the Administrator with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

Section 9. Fringe Benefits. The Board shall provide the Administrator with the following fringe benefits:

a. Health Insurance. Family health insurance under the District's group health insurance plan.

b. Dental Insurance. Individual dental insurance under the District's group insurance plan. The Superintendent can purchase the family dental insurance at the school's rate.

c. Life Insurance. Term life insurance with a total death benefit of twenty-five thousand dollars(\$25,000).

d. Sick Leave. Ten (10) days of sick leave per year which may accumulate to a total of forty (40) days. If the Administrator is absent for more than five consecutive days because of illness or injury, the Board may require him to provide a doctor's certificate confirming that the absence was a reasonable and necessary consequence of his illness or injury as a condition of payment. The Administrator shall not be entitled to any compensation for unused sick leave upon the conclusion of his employment. If he qualifies for disability pay under the disability policy, he shall be required to take the disability pay instead of sick leave pay.

e. Vacation. Twenty-five (25) vacation days for the 2023-24 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while school is in session will require advance approval by the Board. The parties agree to cooperate to arrange vacation time so as to cause the least inconvenience under the circumstances to the normal operation of the District. After the 2023-24 contract year, the Board shall give the Administrator the number of vacation days to bring his total accumulation to 25 days. For example, if the Administrator uses 10 days of vacation one year, the board will provide him with 10 days the following year to bring his total to 25 days. The Administrator 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. Annually, at the Board's regularly scheduled August meeting, and at other times upon the Board's request, the Administrator shall report to the Board on the number of vacation days he has used. The Board may require the Administrator to use his vacation days and shall compensate the Administrator for unused vacation leave upon the conclusion of his employment.

f. Disability Insurance. The School District will provide the Superintendent with Disability Insurance.

g. Professional Development. The Administrator is expected to continue his professional development and to participate in

relevant learning experiences. With the board's approval, he may attend appropriate professional meetings at the local, state, regional and national level, and the Board will pay for reasonable and necessary expenses for attendance at approved meetings.

h. Professional Dues. The District will pay the annual dues for the Administrator's membership in the Nebraska Counsel of School Administrators and such other organizations as the parties agree upon.

i. Professional Publications. The District will pay the annual subscription fees for such publications as the parties agree upon.

j. Moving Expenses. Upon being provided with receipts, the Board will reimburse the Administrator for as much as Two Thousand Five Hundred Dollars (\$2,500) in expenses he incurred in moving to the District at the outset of this contract.

Section 10. Evaluation at least once per Year. The Board shall evaluate the Administrator twice during the first year of his employment and at least once per year after the first year of employment. The Board may evaluate the Administrator more frequently when, in its sole discretion, it determines more frequent evaluations to be appropriate. The Administrator shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used. The Board shall put its evaluations in writing and discuss them with the Administrator. He shall sign each evaluation to acknowledge receipt of it, and a fully signed copy of each evaluation shall become part of his personnel file.

Section 11. Disability. If the Administrator is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than three (3) months, 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 Administrator under any insurance coverage furnished by the District.

Section 12. Physical and/or Mental Examination. The Board may require the Administrator to undergo a physical or mental examination by a physician and/or psychologist of the Board's choosing. In deference to the

requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board shall address whether the Administrator is able to perform the "essential functions" of his position.

Section 13. Legal Actions. The Board will support the Administrator if there is a legal dispute caused by his carrying out his duties in good faith. If a legal action, including a professional practice complaint, is threatened or filed against the Administrator as a result of his performance of his duties or his position as Administrator 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 which he reasonably believes to be in or not opposed to the District's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 14. Amendment or Nonrenewal at the Expiration of the Stated Term. If the Board determines that it is appropriate to consider the amendment or nonrenewal of this contract for the contract year commencing on or after the end of its stated term, the Board shall notify the Administrator of its intention in writing on or before December 15th of the last year of the contract term and shall comply with the applicable statutory procedures. If the Board does not give such notice, the contract shall be extended by one (1) contract year from the end of its stated term.

Section 15. Cancellation or Mid-Term Amendment. The Board may cancel or amend this contract during its term for sufficient legal reason which shall include, but not be limited to, the following reasons: (a) the cancellation, termination, revocation, or suspension of the Administrator'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) intemperance; (k) conviction of a felony; or (l) any conduct, event or state of facts that substantially interferes with the Administrator's continued performance of his duties. The procedures for cancellation or mid-term amendment of this contract shall be in accordance with state statutes.

Section 16. No Penalty for Release or Resignation. There shall not be a penalty for the Administrator's release or resignation from this contract; provided that no offer to resign shall become effective before the expiration of the contract

unless the Board accepts the resignation and fixes the date at which it shall take effect.

Section 17. 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 12 months in the annual salary period in which termination occurs. The Administrator shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract.

Section 18. 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 19. Amendments to be in Writing. This contract may be modified or amended only by a writing duly authorized and executed by the Administrator and the Board.

Section 20. 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 enforcement of the remaining provisions of this contract.

Blaine County School District No. 05-
0071-000, commonly known as
Sandhills Public Schools

By: _____, Administrator
Dated: January 9, 2023

By: _____, Board President,
Authorized by the Board of Education
Dated: January 9, 2023.

