

**CONESTOGA PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT
2020-2022**

THIS CONTRACT ("Agreement"), entered into this 14th day of April, 2020, between the Board of Education, hereinafter called the "Board" and Dr. Beth Johnsen, hereinafter called "Superintendent" to take effect on July 1, 2020, at which time this Agreement shall become the sole agreement between the parties.

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform on a full-time annual basis her duties and obligations in such capacity for the school district including, but not limited to, those duties required by her job description. Superintendent will act as an advisor to the Board on matters pertaining to the school administration or the School District, and will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. Superintendent will faithfully and diligently fulfill all the duties and obligations as the executive head of the administrative section of the school system and the School District.

2. TERM

The Board agrees to employ Superintendent for the term of two (2) years from July 1, 2020, to and including June 30, 2022. The Board shall review this contract with the Superintendent annually, and shall, on or before the regular March Board of Education meeting of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If the Board takes no action, the contract shall be deemed to have been renewed for an additional year.

3. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process as determined by the Board.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity.

5. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in Superintendent's individual capacity, or in an official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of employment and excluding criminal litigation. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from the functions of the Superintendent and will reimburse any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District. The District shall reimburse the Superintendent for all reasonable, pre approved expenses resulting from the performance of the duties as Superintendent.

7. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the Association for Supervision and Curriculum Development, the American Association of School Administrators and the Nebraska Council of School Administrators, as well as other appropriate professional affiliations.

8. MEDICAL EXAMINATION

The Superintendent will be provided with the reasonable cost of a comprehensive medical examination once every year to the extent not covered by health insurance. The results of said physical examination and reports shall not be disclosed to the Board, and shall be for Superintendent's benefit only.

9. COMPENSATION

The Board agrees to pay the Superintendent for his/her services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$162,000 annually. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties.

10. FRINGE BENEFITS

The Board of Education shall provide the Superintendent with the following benefits:

- Health, dental and long-term disability insurance as provided to other members of the

Certificated staff.

- Up to ten (10) paid sick days per year.
- Twenty (20) paid vacation days per year. These shall be used for any week day absent and are in addition to the holidays and other school breaks (Excluding summer break) recognized by the District. To the extent the full 20 days are not used in any year, the following contract year will then provide Superintendent with vacation days up to 20 days total. At no time shall the vacation balance exceed 20 days.
- Bereavement leave as provided all certified employees.

11. TRANSPORTATION

The Board shall reimburse the Superintendent for mileage at a rate set by the District to the extent Superintendent uses a personal vehicle conducting official School District Business.

12. TERMINATION PROVISIONS

All terms of this Contract may be cancelled by the Board, at any time, for just cause, upon a majority vote of the members of the Board. Just cause shall mean:

- (a) Incompetency;
- (b) Neglect of duty;
- (c) Unprofessional conduct;
- (d) Insubordination;
- (e) Immorality;
- (f) Physical or mental incapacity;
- (g) Other conduct which interferes substantially with the continued performance of duties; or
- (h) Any breach of the terms of this Contract by the Superintendent

The Superintendent shall be notified in writing of the Board's intent to cancel this Contract and of the alleged grounds for cancellation. Within seven (7) calendar days of the receipt of such notice, the Superintendent may make a written request to the President of the Board for a hearing. The procedures for cancellation and for any such hearing shall be those prescribed by Nebraska statute for the cancellation of a contract of a certificated employee. Said hearing shall be public or private at the option of the

Superintendent. At such hearing, she may have legal counsel at her own expense.

13. CERTIFICATION

The Superintendent holds or will hold, at the beginning of the term of this Contract, a valid certificate properly registered with the school district. The Superintendent shall furnish to the Board, throughout the term of this Contract, a valid, appropriate, and properly registered certificate to act as Superintendent of Schools, in accordance with the laws of the State of Nebraska and as directed by the Board. Throughout the term of this Contract, the Superintendent shall not be under contract with another school board of a school district in Nebraska.

14. RESIDENCE


The Superintendent shall have her domicile and principal residence within the boundaries of the District.

15. BREACH

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void. There shall be no penalty for release from the Contract.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By  Board President
Date: 4/22/2020

By  Superintendent
Date 4/18/20