

Douglas County West Community Schools

CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board Of Education of Douglas County School District 28-0015, a/k/a Douglas County West Community Schools, hereinafter referred to as "the Board," and Dr. Melissa Polonci, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the sixteenth day of April 13, 2020, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

SECTION 1. TERM OF CONTRACT

- (a) **Replaces Prior Contract:** This contract replaces all prior contracts between the Board and the Superintendent.
- (b) **Initial Term.** The Superintendent shall be employed for a period three (3) contract years beginning on the first day of July, 2020, and ending on the thirtieth day of June, 2023. References in this Contract to "contract year" shall mean the period of July 1 to June 30, which shall include 260 days of service subject to vacation and other leave benefits set forth in Section 3 of this Contract.
- (c) **Automatic Extensions.** Effective on the sixteenth (16th) day of January each year, this Contract shall be automatically extended for one (1) additional year beyond the initial term ("extended term"), or one (1) additional year beyond the end of any extended term, whichever is later. To prevent such automatic extension, the Board must give notice to the Superintendent, or the Superintendent must give notice to the Board, in writing, and prior to the fifteenth (15th) day of January of each year, of intent to not extend the Contract for an additional year. Notice by the Board of such intent must be given pursuant to official approved Board action. Notice by the Superintendent of such intent must be given to the Board President or the Board Secretary.
- (d) **Notice of Non-Renewal.** The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give a notice of non-renewal is, by law, April 15th.

SECTION 2. SALARY

- (a) **Annual Salary.** The annual total compensation for the 2020-2021 contract year shall total One Hundred Eighty Five Thousand, Six Hundred Forty Eight Dollars and No Cents (\$185,648). The total compensation includes \$162,500 for salary and \$23,148 of flat salary in lieu of insurance benefits. The annual salary for subsequent contract years shall be set at or before the regular Board meeting held in January in the year preceding the contract year. The annual salary any contract year during the initial term shall not be less than that established for the immediately prior contract year without mutual agreement of the Superintendent.
- (b) **Payment of Salary.** The annual salary shall be paid in twelve equal monthly installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. Salary payments shall be subject to state and federal withholding required by law, including without limitation retirement contributions, FICA, and Medicare.

- (c) **Salary Adjustments.** The Board reserves the right to adjust the annual salary during the term of any contract year; provided that any such salary adjustment shall not reduce the annual salary for the then existing contract year. Any adjustment in salary Contract shall be in the form of an amendment and shall become a part of this Contract. Any such salary adjustment shall not extend the term of this Contract unless the Board, by specific action, shall expressly extend the term. In the event the Superintendent is elected or appointed to any Board office or assigned additional duties, the Superintendent shall perform the duties of such other offices or duties without remuneration other than that as provided in the Contract, in the absence of a written agreement.
- (d) **Payment of Salary Upon Cancellation or Final Term.** Upon lawful cancellation of this Contract, the Superintendent shall be paid an amount equal to the annual salary for the contract year in which the cancellation is effective, multiplied by the following fraction: (1) a numerator equal to the number of months or fraction thereof which have expired in the contract year in which such cancellation is effective, over (2) a denominator equal to twelve months. Upon the contract ending for any reason, any portion of the salary paid, but not earned, prior to the date of termination of the Contract, and any sums owing the District by the Superintendent, shall be set off from the sums due to the Superintendent and, if sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

SECTION 3. LEAVES AND OTHER FRINGE BENEFITS.

(a) **Leaves.**

1. **Vacation:** The Superintendent shall be allowed twenty-five (25) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
2. **Carry-over and Accumulation of Vacation Days.** Vacation is to be used during each contract year. Vacation days are to be used in the contract year in which it becomes available. There is no carry-over or accumulation of unused vacation leave from one contract year to another contract year.
Should the Superintendent have any unused vacation days as of June 30 of each contract year under this agreement, the Superintendent shall be paid for up to seven (7) days of unused vacation at the effective daily rate of pay at the time each unused vacation day first became available. This amount shall be included in the Superintendent's July paycheck.
Any other 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-five (25) 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.
3. **Legal Holidays:** The Superintendent shall be allowed leave, in addition to vacation leave, for the following legal holidays: Thanksgiving, Christmas, New Years Day, Memorial Day, July 4th, and Labor Day.

4. **Leave Days:** The Superintendent shall be allowed leave, in addition to vacation leave, for the following days: The day after Thanksgiving, the next work day after Christmas, and the next work day after New Years Day.
5. **Sick Leave:** The Superintendent shall be allowed twelve (12) working days of sick leave during each contract year. Any unused sick leave may be carried over from one contract year to the next, subject to a maximum accumulation of sixty (60) days of sick leave. Should the Superintendent have any unused sick leave days in excess of the sixty (60) day accumulation limit as of June 30 of each contract year under this agreement, the Superintendent shall be paid the sum of One Hundred Dollars (\$100.00) per day for each unused sick leave day over and above such sixty (60) day accumulation limit, which amount shall be included in the Superintendents July paycheck. Upon leaving the District, Superintendent shall receive one-half daily rate of sick leave for the 60 accumulated days. Daily rate is 1/260 of contracted salary. The Superintendent shall maintain a sick leave log which shall be available to the Board for review.

(b) **Section 125 Plan And Benefits.** The Board shall make available to the Superintendent through a Section 125 Plan, a group insurance plan with Educators Health Alliance that provides Blue Cross/Blue Shield coverage, and Blue Preferred coverage for dental, life insurance, and long term disability insurance.

(c) **Transportation.** The Board shall provide the Superintendent with the use of a school vehicle and/or individual per mile compensation if the Superintendent uses his/her personal vehicle, at the contracted rate established by the Board of Education, in effect as of July 1st of each contract year, for day-to-day transportation required in the performance of his official duties, provided, however, that the Superintendent shall log all motor vehicle mileage in his/her vehicle incurred for School District purposes, and present a report of such mileage to the Board on a monthly basis.

(d) **Professional Meetings.** The Superintendent may attend with board approval, appropriate professional meetings at the local, state, and national level, and such attendance shall not be taken against the Superintendent's allowable leave days. Such attendance shall be scheduled so as to not interfere with the proper performance of the Superintendent's duties as Superintendent. The expenses of the attendance shall be paid by the Board, as and to the extent permitted by law and Board policy.

The Board shall approve expenses for attendance at state administrator's conferences, sponsored by the Nebraska Association of School Boards and/or the Nebraska Council of School Administrators, and up to two (2) national conferences per year in the area of the professional responsibility of the Superintendent, at the discretion of the Superintendent. For purposes of this paragraph "expenses of attendance" shall mean the cost of registration and materials, transportation, lodging and cost of meals not to exceed the amounts as published the IRS Public Document #1542 Per Diem Rates for Travel Within the Continental United States.

The Superintendent's membership in the following professional associations shall be paid by the District: NCSA (Nebraska Council of School Administrators), AASA (American Association of School Administrators), or another organization of Superintendent's choice). The Superintendent's membership in other professional associations may be paid by the District in accordance with Board policy. The Superintendent's membership in civic organizations shall be paid by the District, subject to approval of the Board.

(e) **Legal Actions.** In the event any legal actions are threatened or filed against the Superintendent as a result of the performance of duties under this Contract, or the

Superintendent's position as Superintendent for the School District, including professional practice complaints against the Superintendent, the Board shall provide a legal defense to the Superintendent, to the maximum extent permitted by law. This section shall not apply to legal actions or professional practice complaints initiated by the Board against the Superintendent or those initiated by the Superintendent against the Board or the School District.

SECTION 4. LEGAL REQUIREMENTS AND REPRESENTATIONS.

- (a) The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska throughout the term of this Contract and any extended terms of this Contract; (2) the required certificate to act as a Superintendent of Schools in the State of Nebraska shall be registered and filed as required by law; 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. It is further agreed that 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 the provisions of the Nebraska School Employees Retirement Act.
- (b) The Superintendent represents as follows: (1) all information in application for employment and other information provided at the time of hire is true and accurate, and if said information ceases to be true, Superintendent will advise immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated for a felony, or any other offense involving moral turpitude, abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 27; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate.

SECTION 5. PERFORMANCE OF DUTIES.

- (a) **Use of Time.** The Superintendent shall faithfully perform the duties of the Superintendent of Schools in and for the District as prescribed by the laws of the State of Nebraska, the rules and regulations of the Nebraska Department of Education, and by the rules and regulations promulgated by the Board. The Superintendent agrees to devote the Superintendent's full time, skill, labor and attention to the performance of the duties of the Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations so long as such other work is not inconsistent with the Superintendent's duties and obligations to the Board. Regular, dependable attendance is an essential function of the Superintendent's duties.
- (b) **Specification Of Duties.** The duties of the Superintendent shall be as prescribed in Board of Education Policy or written job description as approved by the Board from time to time, which duties are incorporated by reference into this Contract as if set forth verbatim herein. The duties as initially prescribed shall not be substantially changed during the term of this Contract without the consent of the Superintendent by an amendment to this Contract. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board, or duties assigned without official action of the Board, except as specifically set forth in Board of Education Policy.

(c) **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. In cases of no Board policy or an emergency, the Superintendent is authorized to take action as necessary or appropriate to the situation. The Board of Education agrees, individually and collectively, to promptly refer all criticism, complaints and suggestions concerning operations of the School District, including without limitation matters relating to personnel, and students, to the action on such matters except upon recommendations of the Superintendent or upon the Superintendent having been permitted sufficient opportunity to respond to the matter.

(d) **Residency.**

- 1) Superintendent shall maintain permanent residence in the District and shall make this Superintendent's primary place of residence.

SECTION 6. DISCHARGE.

(a) The Contract of the Superintendent may be cancelled or amended by a majority of the members of the School Board during the term of the Contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or Nebraskan Professional Administrative and Supervisory Certificate), by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment Contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity, (j) intemperance; or (k) conviction of a felony. The procedures for cancellation or amendment during the term of the Contract shall be in accordance with the applicable *Nebraska Revised Statutes*.

SECTION 7. CONTRACT ENFORCEABILITY.

- (a) **Applicable Law.** 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. This Contract shall be interpreted under the laws of the State of Nebraska.
- (b) **Amendments.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. This Contract is subject to the following Addendum: None.
- (c) **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 enforceability of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below,

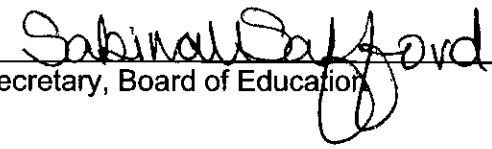
EXECUTED BY THE BOARD this 13th day of April, 2020.

Board of Education of Douglas County
School District 28-0015, a/k/a
Douglas County West Community Schools

By:

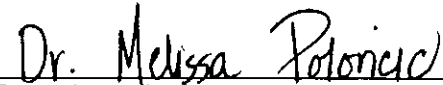


President, Board of Education



Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT this 13th day of April, 2020



Superintendent