

## CONTRACT OF EMPLOYMENT

This contract made and entered into on this 6th day of July, 2020, by and between the Millard School District, a/k/a School District No. 17 of Douglas County, Nebraska (hereinafter "District"), and James Sutfin, Ed.D. (hereinafter "Superintendent").

### **W I T N E S S E T H**

WHEREAS, the Superintendent has been duly elected and appointed by the Board of Education for the District for a term of three years; and

WHEREAS, the parties desire to enter into a written contract for employment of the Superintendent.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, the parties agree as follows:

#### I. TERM

The Superintendent shall be employed for a term beginning July 1, 2020, and terminating June 30, 2023; provided however:

1. On or before March 15, 2021, and on March 15<sup>th</sup> of each year during the term, and if the contract has been extended to terminate after June 30, 2023, on March 15<sup>th</sup> of each year during the extended term, the Superintendent shall, by written notice, advise each member of the Board of his intention to renew the contract for one year at the end of the then current term.
2. If the District does not notify the Superintendent in writing on or before April 15, 2021, and on or before April 15<sup>th</sup> of each year during the term, and if the contract has been extended, on April 15<sup>th</sup> of each year during the extended term, that the contract will not be extended at the end of the then current term, the contract shall be renewed and extended for one additional year at the end of the then current term.

#### II. DUTIES OF THE SUPERINTENDENT

- A. The Superintendent shall perform those services prescribed in:
  1. The District's goals and objectives;
  2. The job description for the Superintendent of the District; and
  3. The policies of the District.
- B. The Superintendent shall attend and participate as directed by the Board in meetings of the Board and any Board committees.

- C. The Superintendent shall provide administrative opinions, recommendations, or professional advice on all items of business of the Board or any authorized committee thereof.
- D. The Superintendent shall be legally qualified to hold the position of Superintendent by the laws of the State of Nebraska and shall not be under contract with any other school district.
- E. The Superintendent, subject to the approval of the Board, shall participate to such extent as deemed appropriate by the Superintendent in professional activities, including but not limited to, seminars and local, state, and national associations.
- F. The Board shall grant such time as is reasonable for the Superintendent to participate in any of the activities set forth in this section and shall pay the necessary expenses for travel and subsistence.
- G. The Superintendent agrees to devote his full-time skill, labor and attention to the performance of the duties of the Superintendent provided, however, the Superintendent may, with prior notice to the members of the Board, undertake speaking engagements, writing, lecturing and other professional duties for which the only remuneration is reimbursement of expenses and ex gratia honorarium payment provided that such other work shall not interfere with the obligations set forth in this contract.

### III. SALARY

1. The salary to be paid to the Superintendent for the period of July 1, 2020 to June 30, 2021, shall be \$243,217.80, payable in 12 equal monthly installments. This contract shall be reopened on or before July 1 of each year of this contract for amendment of this section and the salary established under such reopener shall be for the succeeding twelve month contract period. The Board retains the right to adjust the Superintendent's annual salary upward during the term of this contract without such adjustment constituting a new contract or extending the length of this contract. The Superintendent's salary shall not be reduced during the three (3) year term of this contract, July 1, 2020 to June 30, 2023.
2. The Board may establish and identify goals for the Superintendent to reach each year and if the Superintendent reaches those goals or any of them as determined by the Board, the Superintendent shall receive a bonus for services rendered, (hereinafter "bonus"), for each goal reached in the amount determined by the Board. The total amount of the bonus to be paid in any one year shall not exceed \$27,000.00. The Board shall assign and allocate a value for each goal in proportion to the total possible bonus. During or at the end of the first semester of each school year during the contract year, and at the end of the second semester of each contract year the Board shall determine which, if any, goals were reached and the amount of the bonus for those goals. The first installment in an amount not to exceed \$13,500.00 shall be paid on or before December 31<sup>st</sup> of the contract year and the second installment shall be paid before June 30<sup>th</sup> of the contract year. Any portion of the bonus payment paid shall be included as part of the Superintendent's salary for the District.



3. A stipend for the payment of a premium which shall be equal to 12% of the salary set forth in Article 3.1. The Superintendent may elect to contribute this amount under section 125, 403(b), or 457 of the Internal Revenue Code.
4. Any and all stipends made available and provided to the other administrative personnel of the District as provided in the applicable Salary Program for Administrators document.

#### IV. BENEFITS

In addition to the salary provided in Article III, the Superintendent shall receive:

1. All benefits made available and provided to the other administrative personnel (excluding District provided health and dental insurance); provided, however, that the term life insurance coverage for the Superintendent will be in a face value equal to the amount of the annual salary. The District shall provide for payment of the premium of a variable universal life policy (UL Policy) issued by Minnesota Life. The Superintendent shall receive any difference between the health and dental premium amount offered to other administrative personnel and the premium amount of the UL Policy through direct deposit into a qualified 403(b) or 457 account for the Superintendent.
2. An automobile for his use, together with all costs and expenses related thereto.
3. Payment of professional dues for NCSA and AASA.
4. Thirty (30) days' vacation (not including weekends and holidays) which may be taken at such time or times as may be selected by the Superintendent, and ten (10) paid holidays: Fourth of July, Labor Day, Thanksgiving, the Friday following Thanksgiving, December 24<sup>th</sup>, December 25<sup>th</sup>, December 31<sup>st</sup>, New Year's Day, Spring Break as designated by the District, and Memorial Day. In the event vacation days remain unused at the end of each contract year, the Superintendent will be compensated for each unused vacation day at his daily rate of pay, which shall be paid in the final monthly payment for that year.

#### V. LIABILITY

The Board shall provide professional liability insurance for the Superintendent with the same policy limits and insurance coverage as is provided for the members of the Board of Education and certified staff employees of the District.

#### VI. TERMINATION

- A. This contract is subject to the applicable provisions of the laws of the State of Nebraska dealing with amendment and non-renewal of Superintendent's contracts.
- B. In the event the Board terminates this contract because the Superintendent is unable to perform his duties by reason of illness, accident, or other disability beyond his control which is permanent or irreparable or of such a nature as to make the performance of his

duties impossible, the obligation of the District for any further salary payments ceases provided, however, the Superintendent shall, in lieu of payment of the amounts unpaid hereunder, receive the benefits payable under any insurance coverage or employee benefit furnished by the District for which he was entitled upon the date of his termination.

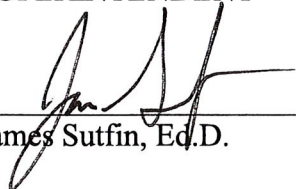
- C. In the event the District fails to perform the terms and conditions of this contract, the Superintendent may terminate the contract during the term.
- D. In the event the Superintendent shall resign or terminate this contract, such resignation or termination shall not become effective until the expiration of the contract term unless otherwise accepted by the Board and there shall be no penalty for such release from this contract.

## VII. EVALUATION


- A. The Superintendent shall be evaluated once during each year for each year of the contract unless otherwise provided by law.
- B. Upon the completion of each evaluation, the Board shall meet with the Superintendent to review the evaluation, which evaluation shall include recommendations and directives as the Board may deem reasonable and proper.
- C. The Superintendent shall receive a copy of the evaluation and shall have the right to make a written reaction or response to the evaluation.
- D. Any evaluation or assessment by the Board or written response or reaction by the Superintendent shall be retained and become a part of the Superintendent's personnel file.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

SUPERINTENDENT

  
\_\_\_\_\_  
James Sutfin, Ed.D.

MILLARD SCHOOL DISTRICT

By:   
\_\_\_\_\_  
Board President

ATTEST:

  
\_\_\_\_\_  
Secretary

**Superintendent Pay Transparency Notice—Current Contract** (*Dr. James Sutfin*)

Millard Public Schools will consider the proposed superintendent employment contract at the board meeting held on July 6, 2020 at 6:00 pm at the Don Stroh Administrative Center in Omaha, Nebraska.

After the 2020-21 school year, how many years remain on the contract:  
(Column F must be completed if additional years remain on contract.)

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The estimated costs to the district for the 2020-21 year and future years are listed below:

	2020-21 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 243,217.80	\$ 486,435.60	\$ 729,653.40
<b>Compensation for activities outside of the regular salary:</b>			
• Extended contracts / Activities outside of regular salary	\$ -	\$ -	\$ -
• Bonus/Incentive/Performance Pay	\$ 27,000.00	\$ 54,000.00	\$ 81,000.00
• Stipends	\$ 46,179.20	\$ 97,222.76	\$ 143,401.97
• All other costs not mentioned above			\$ -
<b>Benefits and Payroll Costs Paid by district:</b>			
• Insurances (Health, Dental, Life, Long Term Disability)	\$ 6,352.04	\$ 13,339.29	\$ 19,691.34
• Cafeteria Plan Stipend	\$ -	\$ -	\$ -
• Cash in lieu of insurance	\$ 13,386.00	\$ 28,110.60	\$ 41,496.60
• Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u>		\$ -	\$ -
• District's share of retirement, FICA and Medicare	\$ 41,276.89	\$ 92,858.13	\$ 134,135.02
• IRS value of housing allowance	\$ -	\$ -	\$ -
• IRS value of vehicle allowance	\$ 4,800.00	\$ 9,600.00	\$ 14,400.00
• Additional leave days	\$ 31,507.51	\$ 63,015.01	\$ 94,522.52
• Annuities		\$ -	\$ -
• Service credit purchase	\$ -	\$ -	\$ -
• Association / Membership dues	\$ 800.00	\$ 1,600.00	\$ 2,400.00
• Cell Phone/Internet reimbursement	\$ -	\$ -	\$ -
• Relocation reimbursement	\$ -	\$ -	\$ -
• Travel allowance/reimbursement	\$ -	\$ -	\$ -
• Mileage Allowance	\$ -	\$ -	\$ -
• Educational tuition assistance	\$ -	\$ -	\$ -
• All other benefit costs not mentioned above	\$ -	\$ -	\$ -
<b>Totals:</b>	<b>\$ 414,519.44</b>	<b>\$ 846,181.40</b>	<b>\$ 1,260,700.84</b>