

**EMPLOYMENT CONTRACT**  
**between**  
**AMY SHANE**  
**and**  
**O'NEILL PUBLIC SCHOOL DISTRICT #7**  
**of**  
**HOLT COUNTY, NEBRASKA**

This agreement is made and entered into on ~~January 17, 2017~~ February 12, 2018, by and between School District #7 of Holt County, Nebraska, also known as O'Neill Public Schools, hereinafter referred to as the **District**, and **Amy Shane**, hereinafter referred to as the Administrator.

In consideration of the mutual covenants and agreements of the parties contained herein, the District hereby employs the Administrator, and the Administrator hereby accepts employment by the District, as Superintendent of Schools, on the terms and conditions provided in this agreement.

1. **TERM.** The employment provided herein shall begin on July 1, 201~~8~~<sup>7</sup>, and shall terminate on June 30, ~~2019~~2020. The Administrator affirms that she is not under contract with another School District within this state covering all or any part of the same period of time as provided in this contract.
2. **PROFESSIONAL CERTIFICATION.** The administrator affirms that at the time beginning of the term of this contract, the Administrator holds, or will hold, a current Nebraska administrative certificate valid for service as a Superintendent in a Class III School District in the State of Nebraska or has otherwise qualified to provide such service. Such certificate is or will be in force and effect for the period covered by this contract, and it is understood and agreed that this contract is not valid until the administrator's certificate as herein provided is registered as provided by law, and the Administrator shall not be compensated for any service performed prior to the date of registration of such certificate. The parties acknowledge that the Administrator intends to complete the requirements for obtaining a specialists certificate in educational administration under the rules and regulations of the Nebraska Department of Education.
3. **DUTIES AND RESPONSIBILITIES.** The Administrator shall have charge of the Administration of the Schools of the District under the direction of the Board. She shall be the chief executive officer of the District and shall direct and assign teachers and other employees of the District under her supervision. She shall organize, reorganize and arrange the administrative and supervisory staff, including construction and business affairs, as best serves the District. She shall select all personnel subject to the approval of the Board. She shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the business of the District, and in general perform all duties incident to the office of Superintendent as provided by law, and such other duties as may be prescribed by the Board of Education of the District from time to time. All duties and powers assigned to the Administrator by the Board should be appropriate to and consistent with a professional role and responsibility of the Superintendent of Schools.

4. **COMPENSATION.** As compensation for services performed by the Administrator, the District shall pay to the Administrator, as total salary during the term of this contract, the sum of ~~\$140,750~~ \$142,000 per year. The parties anticipate an increase in the annual salary for the second year of this contract, which shall be determined by negotiation between the parties. The salary shall be paid to Administrator in twelve (12) equal monthly installments paid at the same time and in the same manner as the other payroll disbursements of the District.
5. **HEALTH & DENTAL INSURANCE.** Administrator shall be entitled to health and dental insurance comparable to the amount of such benefits received by the certificated teaching staff employed by the District during the term of this agreement.
6. **VACATION AND OTHER LEAVE.** The Administrator shall be allowed the following days of leave for the term of this contract:
  - A. The Administrator shall be allowed to take 20 days of paid vacation during the contract year, in addition to any scheduled school vacation days. Unused days will be allowed to accumulate to a maximum of 30 days. The unused balance above 30 days will be paid up at the end of each contract year.
  - B. The Administrator shall be allowed sick leave and personal leave equivalent to the sick leave and personal leave provided to the other certificated employees of the District.
  - C. Professional leave shall be provided to the Administrator by the Board when that leave is appropriate and consistent with the role and responsibilities of the office of Superintendent.
7. **MEMBERSHIP DUES.** The District shall pay the annual dues for membership by the Administrator in up to three professional organizations, along with membership of the Administrator in the O'Neill Lions Club and in the O'Neill Rotary Club.
8. **EXPENSES.** The District shall pay or reimburse the Administrator for all necessary and reasonable expenses approved by the District and incurred by the Administrator in the continuing performance of her duties under this agreement.
9. **MEDICAL EXAMINATION.** The District shall pay for a complete medical examination of the Administrator once during the term of this contract, and in the event of renewal of this contract, once every two (2) years thereafter. The District shall be advised in writing by the examining medical provider of the continued physical fitness of the Administrator to perform the duties required under this contract, and the Administrator hereby consents to the release of information necessary for such disclosure. Any such disclosure shall be and remain confidential.

**10. DISABILITY OF THE ADMINISTRATOR.** Should the Administrator be unable to perform any or all of her duties by reason of illness, accident or other disability beyond her control, and such disability exists for a period of more than the accumulative sick leave of the Administrator during any school year, the District may, in its discretion, make proportionate adjustment and deduction from the salary of the Administrator. If, in the determination of the District, such disability is permanent, irreparable, or of such nature as will make the performance of the Administrator's duties impossible, the District may, in its discretion, terminate this agreement, whereupon the respective duties, rights and obligations of the parties shall be terminated.

**11. EFFECT OF TERMINATION.** Upon termination of this contract for any reason, the compensation to be paid under this contract shall be prorated to the date of such termination.

**12. GOVERNING LAWS.** This contract, and all terms and conditions provided herein, shall be governed by and shall be subject to the laws of the State of Nebraska and any and all rules and regulations of the Nebraska Department of Education, including, but not limited to, laws and regulations relating to schools, school districts and school employees.

**IN WITNESS WHEREOF,** the parties have executed this employment agreement in duplicate effective as of the date provided herein.

**SUPERINTENDENT**

**SCHOOL DISTRICT #7  
OF HOLT COUNTY, NEBRASKA**

\_\_\_\_\_

Date

\_\_\_\_\_

For the Board of Education

\_\_\_\_\_

Date

\_\_\_\_\_

Amy Shane, Administrator