

**FAIRBURY PUBLIC SCHOOLS**  
**EMPLOYMENT CONTRACT**

This Contract of Employment made and entered into this 21<sup>st</sup> day of January 2023, by and between Jefferson County School District No. 48-0008, commonly known as Fairbury Public Schools, a political subdivision of the State of Nebraska, with its primary offices in Fairbury, Jefferson County, Nebraska, hereinafter referred to as the "District" and Sean Molloy, an individual referred to herein as the "Superintendent."

WHEREAS the Board of Education of the District (hereinafter referred to as the "Board") desires to employ Sean Molloy and Sean Molloy desires to accept employment as the Superintendent of the District upon the terms and conditions hereinafter set forth; and

WHEREAS the Board, by action duly taken, and set forth in the minutes of the meeting of the Board held on the 21<sup>st</sup> day of January 2023, has authorized the employment of Sean Molloy as Superintendent of Schools for the District, and has, in addition, authorized and directed its President and Secretary to execute and enter into this Contract for and on behalf of the District.

NOW, THEREFORE, the District hereby agrees to employ Sean Molloy and Sean Molloy hereby agrees to accept employment as the Superintendent of the District subject to the following terms and conditions:

(1) **Term and Days of Service.** This Contract shall begin the July 1, 2023, and continue thereafter until the close of business on June 30, 2025. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except those on which: there are scheduled school holidays and when school is not in session and teachers and/or staff are not required to be at school; school is cancelled; the Superintendent's illness makes attendance impossible or impracticable; the Superintendent's presence is not necessary to fulfill his contractual duties; or the Board otherwise excuses the Superintendent. The Superintendent agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Superintendent shall keep complete and accurate records of his working days and shall provide the Board of Education with a report of his accumulated working days at least quarterly.

(2) **Professional Status.** The Superintendent hereby affirms that he is not under

contract with another school district or board of education for all or any part of the term provided for in this Contract. The Superintendent further affirms that throughout the term of this Contract, he will hold a valid and appropriate certificate to act as the Superintendent of Schools in the State of Nebraska, and will register and maintain such certificate on file with the Office of the Superintendent of Schools in Jefferson County, Nebraska, as required by law.

(3) **Duties.** For and during the term of this Contract, the Superintendent shall be responsible to the Board for the administration and operation of the instructional and business affairs of the District on a day-to-day basis. The Superintendent shall devote his entire time, skill and effort to the performance of his duties on behalf of the District, and shall undertake and perform his duties in an efficient and business-like manner in accord with state and federal law and Board policy. The duties and responsibilities of the Superintendent shall be those duties and responsibilities which are normally and customarily performed by a superintendent of schools for a Class III school district and shall include, but not be limited to, those duties and responsibilities set forth in the position description, a copy of which is attached hereto and incorporated herein by reference, and such additional duties and responsibilities as may from time to time be assigned to him by the Board. During the term of this Contract, the Superintendent, by agreement with the Board and with the consent of the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

(4) **Salary.** The District shall pay the Superintendent an annual salary in the amount of \$145,000.00. The annual salary for each contract year shall, subject to applicable deductions and state and federal withholding, be paid in twelve equal monthly installments commencing on July 15, 2023, in accord with the usual and customary payroll practices of the District for professional staff. The Board retains the right to adjust the Superintendent's salary upward during the term of this Contract, as an amendment hereto, without said adjustment constituting a new contract or extending the term of this Contract. The Superintendent's salary shall not be reduced during the term of this Contract.

(5) **Tax Sheltered Annuity.** The Superintendent will be provided \$4,000 by the District, which shall be applied toward a Tax Sheltered Annuity. The Superintendent may also elect to reduce his salary and have the District contribute an amount of the reduction

to a Tax Sheltered Annuity Contract. The Superintendent's participation in the Tax Sheltered Annuity Program will be governed by the express terms and conditions of the District's Tax Sheltered Annuity Program Document.

(6) **Insurance Coverages.** During the term of this Contract, the District shall pay the premium cost necessary to maintain the following insurance coverage for the Superintendent:

- (A) Health insurance – family;
- (B) Dental insurance - family;
- (C) Disability income insurance -- superintendent only. The Superintendent shall purchase long-term disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost;
- (D) \$50,000.00 Term Life Insurance policy.

All insurance coverage shall be provided under such group plans or policies as the District may from time to time maintain for the benefit of its certificated employees. Eligibility, participation and benefit entitlement shall, in all events, be subject to and determined in accord with the express terms and conditions of each such plan or policy. The District agrees to pay 100% of the premiums of the dual choice option health and dental insurance for either the \$1050 or the \$3,800 deductible HSA Eligible plan at the tier for which the Superintendent qualifies (single, employee/spouse, employee/child or family). If the Superintendent elects the HSA high deductible plan, 100% of the difference in premiums between this plan and the \$750 deductible plan will be deposited into the employee's HSA account on the 15<sup>th</sup> of September.

(7) **Physical Examination.** The Superintendent agrees to have a comprehensive physical examination performed by a licensed physician once each year during the term of the contract. A written report by the physician performing each such examination certifying physical competence of the Superintendent shall be filed with the Secretary of the Board and treated as confidential information by the Board. Cost of the physical not covered by insurance will be reimbursed by the District.

(8) **Leaves.** During the term of this Contract, the Superintendent shall be eligible for the following leaves:

- (A) **Personal Leave.** The Superintendent shall be entitled to 3 days of personal leave



during each year of employment. After the 2023-24 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to 3 days for the following contract year. For example, if he uses 2 days of personal leave during one contract year, the Board will provide him with 2 days the following year to bring his total to 3 days. Except in the case of a bona fide emergency, personal leave shall be scheduled as far in advance as is reasonably possible and shall be approved, in advance, by notifying the Board President. Personal leave is intended to provide time in which the Superintendent may attend to needs of a personal or business nature which cannot otherwise be reasonably scheduled outside the normal working day. Personal leave shall not be used for personal recreation or additional vacation.

(B) **Sick Leave.** The Superintendent shall be entitled to 10 days of paid sick leave during each year of employment. In the event sick leave exceeds five consecutive days in the duration, the Board shall have the right to require a doctor's certificate describing the nature of any illness or injury and confirming that the Superintendent's absence was a reasonable and necessary consequence of such illness or injury as a condition to payment for such leave. Unused sick leave may be carried over and accumulated from year to year, up to a maximum aggregate of 70 days. The Superintendent shall not be compensated for accrued and unused sick leave upon termination of his employment.

(C) **Vacation.** The Superintendent shall be entitled to 20 working days of vacation. Saturdays, Sundays and holidays shall not be counted as working days. After the 2023-24 contract year, the Board shall give the Superintendent the number of days necessary to restore his total to 20 days. For example, if he uses 12 days of vacation during one contract year, the Board will provide him with 12 days the following contract year to bring his total to 20 days. Vacation should generally not be taken while school is in session, shall be scheduled as far in advances as is reasonably possible, and shall be approved in advance by the Board. The parties agree to cooperate to arrange vacation time so as to cause the least amount of inconvenience, as may be possible under the circumstances, to the normal operation of the District.

(9) **Professional Meetings.** The Superintendent shall be authorized to attend appropriate professional meetings at the local, state and national level, provided such attendance does not materially interfere with the proper performance of his duties under this Contract. The reasonable and necessary expenses incurred by the Superintendent in connection with the attendance of such meeting shall, when approved in advance by the Board of Education, be paid by the District.

(10) **Transportation.** The Superintendent shall be paid a monthly stipend of \$250.00 in lieu of a district car for travel within a 40 mile radius of the Fairbury School District. For district related travel outside of the stated 40 mile radius, the Superintendent will use a district vehicle, if available. If no district vehicle is available, the Superintendent will be paid the then-current mileage reimbursement rate as approved by the IRS.

(11) **Membership Dues.** During the term of this Contract, the School District shall identify the Superintendent as the Superintendent for purposes of notification and communication with the Nebraska Association of School Boards and the Nebraska Rural Community School Association. In addition, the District shall pay the Superintendent's annual dues for membership in the NCSA, AASA and the ASCD.

(12) **Evaluation.** During his initial year of employment, the Board shall evaluate the Superintendent at least twice, before November 15 and before March 1. Thereafter, the Board shall evaluate the Superintendent as least once each school year and at such more frequent intervals as the Board, in its sole discretion, may determine to be necessary or appropriate. The annual evaluation shall be conducted on or before **January 1** of each year. The Superintendent shall: remind the Board members in writing of this provision no later than its regular **November** meeting; make his evaluation an agenda item for the regular **December** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education. All evaluations shall be in writing. A copy of each evaluation shall be furnished to the Superintendent acknowledging his receipt and review of such evaluation, shall be retained by the Secretary of the Board and become a part of the Superintendent's permanent personnel file.

(13) **Cancellation, Amendment, Nonrenewal.**

(A) **Cancellation or Amendment During the Stated Term.** This contract shall be

subject to cancellation or amendment by the Board during its stated term only for just cause. For purposes of this Contract, just cause shall mean: Incompetency, which may include, but shall not be limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or administrative skill; neglect of duty; unprofessional conduct; insubordination; immorality; the Superintendent's death; physical or mental incapacity which results in the Superintendent exhausting all paid leave entitlements provided for under this Contract and any statutory leave to which the Superintendent is entitled, if, at the end of such leave, the Superintendent is not able to return on a full-time basis and perform the essential duties of his position; the cancellation, termination, revocation or suspension of the Superintendent's Nebraska Administrative and Supervisory Certificate or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of Education; the breach of any material provision of this Contract; or any other conduct, event or state of facts which interferes substantially with the Superintendent's continued performance of his duties. In the event the Board shall determine that there may be a reason to consider cancellation or amendment of the Superintendent's Contract during its stated term, then, in that event, procedures for cancellation or amendment of a contract of a certificated employee, as set forth in Section 79-827 of the Revised Statutes of the State of Nebraska, and the formal due process hearing procedures as set forth in Section 79-832 of the Revised Statutes of the State of Nebraska, as they now exist or as the same may from time to time hereinafter be amended, shall apply.

(B) **Amendment, Renewal, or Nonrenewal at the Expiration of the Stated**

**Term.**

The Board expressly reserves the right to not renew this Contract as of the end of its stated term, or to amend the Contract for any school year commencing on or after the end of its stated term for any reason which the Board may deem sufficient, provided only that such nonrenewal or amendment shall not be for constitutionally impermissible reasons. This contract shall renew automatically, and the term of the contract shall be extended for twelve (12) months from the ending date of the contract term as set out herein unless the Board takes action on or before the 1st



**day of January, 2024** and the 1st day of each January thereafter, to terminate the automatic extension.

(14) **Resignation.** Superintendent may resign from this Contract upon written notice to the Board. There shall be no penalty for release or resignation by the Superintendent from this Contract, provided no resignation shall become effective until the end of the contract year during which notice is given, unless agreed to by the Board, and in that event, the Board shall fix the time at which the resignation shall take effect.

(15) **Compensation In the Event of Cancellation or Resignation.**

In the event this Contract is terminated during its terms, whether by cancellation or resignation, or in the event this Contract is not renewed, then, in that event, the sole obligation of the District will be to pay the Superintendent for work actually performed through and including the date on which the Superintendent's employment terminates. For this purpose, the Superintendent's annual salary shall be prorated by multiplying the annual salary of the Superintendent for the twelve-month period, in which the termination occurs by a fraction, the numerator of which is the number of full plus the fractional portion of any partial months during which the Superintendent has been employed during such year, up to the date effective of such termination, and the denominator of which is 12. Any portion of the salary which has been paid, but not earned, prior to the date on which termination occurs, shall be refunded by the Superintendent. Upon termination of this Contract, the Superintendent shall be entitled to compensation for accrued and unused vacation leave at the then-current daily salary rate.

(16) **Governing Laws.** This Contract shall be governed by the laws of the State of Nebraska.

(17) **Amendments to be in Writing.** This Contract may not be modified or amended except by a written amendment duly authorized and executed by the Superintendent and the Board.

(18) **Severability.** In the event any provision of this Contract shall be declared to be 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.

(19) **Cell Phone.** The District will pay \$100.00 a month stipend for cell phone usage.

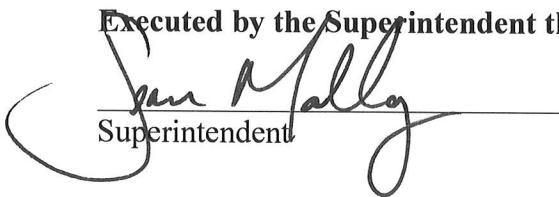
IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

**Executed by the Board this 21<sup>st</sup> day of January 2023.**

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

**Executed by the Superintendent this 21<sup>st</sup> day of January 2023.**

  
\_\_\_\_\_  
Superintendent