

## SUPERINTENDENT'S CONTRACT

This CONTRACT is made by and between the Board of Education of Keya Paha County Schools, Keya Paha County School District 52-0100, referred to herein as "the Board," and Dennis Peters referred to herein 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 11<sup>th</sup> day of March 2019, the Board agrees to employ the Superintendent and the Superintendent agrees to accept such employment subject to the following terms and conditions:

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of one (1) year, beginning on the 1<sup>st</sup> day of July 2019 and expiring on the 30<sup>th</sup> day of June 2020 consisting of at least 122 working days.

### **Section 2. Salary.**

- a. **Salary.** The annual salary for the first Contract Year shall be fifty-six thousand five hundred dollars (\$56,500.00) and \$400/day/15 days in addition to the scheduled 122 days for meetings. The salary for each subsequent contract year shall be determined by mutual agreement of the parties on or before (March 15) of the year prior to the contract year for which the salary is being determined. If during any year, the parties do not mutually agree on a salary for the next contract year, such salary shall remain the same as the salary for the then existing contract year. The Board may not reduce the Superintendent's annual compensation, but may increase it without such increase constituting an amendment to this contract that would require notice or a hearing.
- b. **Payment of Salary and Adjustments.** The Board shall pay the annual salary in twelve (12) equal installments on or before the 15<sup>th</sup> of each month. Salary payments are subject to state and federal withholding required by law, including without limitation, retirement contributions, FICA, FITA, Medicare, and state or federal unemployment contributions.

**Section 3. Professional Status.** The Superintendent hereby affirms that he/she is not under Contract with another school board or board of education for more than a half time position and that throughout the term of this Contract he/she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska, which certificate shall be registered in the District's office as required by law.

**Section 4. Superintendent's Duties.** Subject to the approval of the Board, the Superintendent shall be responsible for organizing, reorganizing and arranging the administrative and supervisory staff of the district in a manner which best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him/herself with the assistance of his staff. The Superintendent shall be responsible for selecting, placing and transferring personnel. Shall be responsible for initiating all personnel matters which require action by the Board, including making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his/her time, skill, labor and attention to his/her duties as Superintendent of Schools throughout the term of this Contract; provided, however by agreement with the Board, he/she may undertake

consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

**Section 5. 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 implementing Board policy. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other party. The Board members, individually and collectively, will promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study and/or recommendation, as appropriate.

**Section 6. Discharge.** Throughout the term of this Contract, the Superintendent may be discharged if he/she materially breaches any provision of this Contract or performs any act that substantially inhibits his/her ability to discharge his/her duties, including but not limited to (a) incompetence, (b) immorality, (c) intemperance, (d) cruelty, (e) conviction of a felony, (f) neglect of duty, (g) general neglect of the business of the District, (h) unprofessional conduct, and (i) physical or mental incapacity. Any consideration of discharge will be pursuant to statutory procedures.

**Section 7. Disability.** If the Superintendent is unable to perform his/her duties by reason of illness, accident or other disability beyond his control, and such disability shall continue for more than two (2) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, terminate this Contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District. Any consideration of discharge will be pursuant to statutory procedures

**Section 8. Physical Examination.** The Superintendent agrees that, at the request of the Board, he/she will have a comprehensive physical and/or mental examination performed by a licensed physician or physicians of the Board's choosing during the term of this Contract. The Superintendent agrees that the physician be permitted to provide the board with a judgment whether he/she can perform the essential functions of his/her position. The cost of such physical examinations and physician's reports, which are not paid by the Superintendent's insurance coverage, shall be paid by the District.

**Section 9. Fringe Benefits.**

- a. **Personal Leave.** The Superintendent may be awarded up to ten (10) days of paid personal leave for each Contract Year. Personal leave days may be used at the Superintendent's sole discretion, provided that he/she makes reasonable efforts not to use them when such use would interfere with his/her ability to attend the Board's meetings. Unused personal leave may be carried over from Contract Year to Contract Year. If the Superintendent carried forward any personal leave days to any Contract Year, the number of personal leave days he/she shall be awarded in such Contract Year shall be the lesser of (a) ten (10) days and (b) the number of days which will bring the Superintendent's accumulated unused personal leave days to twenty (20). In no case shall the Superintendent accumulate more than twenty (20) days of unused personal leave. The Superintendent shall keep a current record of his/her personal leave, which he/she shall provide, to the Board at its July regular Board meeting each year and upon the Board's request.

- b. Sick Leave.** The Superintendent shall have ten {5} days of paid sick leave for each Contract Year. Sick leave days may be used by the Superintendent on days, which the Superintendent is unable to perform his/her duties because he/she is sick. Unused sick leave may be carried over from Contract Year to Contract Year. If the Superintendent carries forward any sick leave days to any Contract Year, the number of sick leave days he shall be awarded in such Contract Year shall be the lesser of {a} five {5} days and {b} the number of days which will bring the Superintendent's accumulated unused sick leave days to fifteen {15}. In no case shall the Superintendent accumulate more than fifteen {15} days of unused sick leave. The Superintendent shall maintain, and keep current, a record of his/her sick leave which the Superintendent shall make available to the Board at the July Board meeting of each year during the term of this Contract and upon the Board's request.
- c. Health/Dental/Vision Insurance.** The Board shall provide to the Superintendent a single health insurance policy that is equivalent or superior to BC/BS of Nebraska. Keya Paha County Schools shall provide the insurance policy with payment for the amount of the policy provided by the Board on or before the fifth day of each month.
- d. Transportation.** The Board shall reimburse the Superintendent for mileage to the extent such reimbursement is allowed by Board policy.
- e. Professional Meetings.** The Superintendent shall be permitted to attend professional meetings at the local, state, and national level. The Superintendent shall only attend professional meetings if such attendance will not conflict with the Superintendent's performance of his/her job duties. The Board shall pay the following expenses incurred by the Superintendent in connection with his/her attendance at professional conferences: travel, meals, lodging and registration fees.
- f. Membership Fees.** During the term of this Contract, the Board shall pay the Superintendent's membership fees for the following organizations: Nebraska Council of School Administrators, American Association of School Superintendents, Nebraska Association for School Curriculum and Development, and Superintendents and Supervisors Council. Upon approval of the Board, the Board may pay the Superintendent's membership fees for other organizations.
- g. Retirement.** The Nebraska School Employees Retirement Act applies to the Superintendent's employment hereunder.
- h. Legal Actions.** If any legal action, including but not limited to a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's good faith performance of his/her duties for the Board, the Board shall pay the expenses of defending such legal action to the maximum extent permitted by law. Notwithstanding anything herein to the contrary, this section shall not apply to legal actions, including, but not limited to professional practice complaint, initiated by the Board against the Superintendent.

**Section 10. No Penalty for Release or Resignation.** There shall be no penalty for release or resignation by the Superintendent from this Contract; provided, no resignation shall become effective before the expiration date of this Contract unless it is accepted by the Board which shall fix the date at which the resignation shall take effect.

**Section 11. Compensation Upon Termination.** Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the annual salary paid but not earned prior to the date of termination of this contract shall be refunded by the Superintendent.

**Section 12. Governing Laws.** 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.

**Section 13. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

**Section 14. 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 11<sup>th</sup> day of March 2019.

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Secretary, Board of Education

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President, Board of Education

Executed by the Superintendent this 11<sup>th</sup> day of March, 2019.

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Superintendent