

SUPERINTENDENT'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of the **Saunders County School District 78-0072, a/k/a Mead Public Schools**, hereinafter referred to as "the Board," and **PJ Quinn**, hereinafter referred to as "the Superintendent."

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meetings held on the 9th day of January and the 13th day of March, 2023 the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of two (2) years beginning on the 1st day of July, 2023, and expiring on the 30th day of June, 2025. References in this Contract to "contract year" shall mean the period of July 1 to June 30. Each year of this agreement shall consist of 260 days of service per year.

2. Salary. The annual salary for the 2023-24 contract year shall be \$148,000.00.

The annual salary for the 2022-2023 contract year shall be set by the Board not later than June 30, 2022 and shall not be less than the salary for the 2021-2022 contract year in the absence of mutual agreement between the Board and the Superintendent. The annual salary for the 2022-23 year shall be _____ as set by the Board on _____.

The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, other than an assignment for which the negotiated agreement with the teachers association provides a stipend (such as coaching), the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The Board reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the Board has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the

District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

1. Vacation. The Superintendent shall be allowed twenty (20) working days of vacation leave during 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 days may be used in the contract year in which it becomes available. Any unused vacation days awarded in the current contract year may be carried forward to the succeeding contract year except that said days must be used not later than June 30 of the succeeding contract year. The maximum vacation allotment that may be carried over shall be twenty (20) days which added to the ensuing year's allotment of twenty (20) days shall yield a maximum number of available vacation days of forty (40) at any time during the Superintendent's employment. Once this maximum of forty (40) available days is accumulated, no further vacation days will be granted for the ensuing contract year or years until said available vacation is less than the forty (40) day maximum and then only to the extent necessary to restore the total number of available vacation days to the maximum of forty (40) days. Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay at the time each unused vacation day first became available.
3. Sick Leave. The Superintendent shall be allowed ten (10) working days of sick leave each contract year. Such leave may be used for personal illness of the Superintendent or immediate family member. For the purpose of this section, "immediate family" is defined as the Superintendent's spouse, child, parent, or other person living in the same home with the Superintendent. Sick leave may be used for other family members with board approval.
4. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to a succeeding contract year to a maximum of forty-five (45) days. The Superintendent's current accumulation of sick leave, up to the maximum of 45 days, carries over to this Superintendent Contract.
5. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving, Christmas Day (December 24 through December 25), New Year's Day (December 31 through January 1), Good Friday and Easter Monday (provided classes are not held on those days), and Memorial Day; provided that should an identified holiday fall on a weekend day, the Superintendent may elect to take either the first working day before or after the holiday as an off duty day. In addition to the named holidays listed, the Superintendent may observe all school calendar holidays enjoyed by other certificated staff but shall receive no additional remuneration or additional leave if a holiday granted the Superintendent by this contract is coincidental with a school calendar holiday.

6. Log. The Superintendent shall report to the Superintendent's secretary the use of vacation and sick leave and the Superintendent's secretary shall maintain a log of such use. Said log shall be open to inspection by the board.
7. Other Leave Benefits. The Superintendent shall be awarded other leave benefits as follows:

- Legal: Time necessary for appearance in any legal proceeding connected with the school system, when the Superintendent is required by law to attend shall be permitted. Additionally, the Superintendent shall be expected to represent the district in legal proceedings involving the district as part of his professional duties.
- Death in the Family/Bereavement Leave/Attendance at Funerals: A total of not more than five work days at full pay is allowed for absences in case of death in the immediate family heretofore defined in this contract and shall also include the Superintendent's siblings, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, or person in the same home or as part of the family for the purpose of attending the funeral or attending to matters related to the death.

One (1) work day on full pay is allowed for each employee for absence in case of death of other members of the family, defined as sister-in-law, brother-in-law, aunt, uncle, niece, nephew, or cousins for the purpose of attending the funeral or attending to matters related to the death. In the event one day of leave is not sufficient, up to two (2) additional work days may be provided for the family members referenced in this paragraph; however, such additional days shall come from the Superintendent's sick leave or sick leave accumulation or the Superintendent's vacation leave as he may direct.

Bereavement Leave is not limited to five days or one day respectively in one year, but covers each death in the family which occurs during the year.

The Superintendent shall be excused to attend funeral services of relatives or friends other than those listed above and shall be permitted to utilize vacation leave for such attendance.

The Superintendent shall be excused to attend funeral services of individuals that have current or past relationships with the school district or staff of the school district or others that the Superintendent may feel that a representative of the district should attend. Such absences shall be reported to the board.

For the purposes of this section, "funeral" includes memorial services, remembrance services, rosary, or other activities related to the death of the individual.

- Personal Leave: Personal Leave benefits accorded to other professional employees shall not be awarded to the Superintendent; however, the Superintendent may utilize vacation leave for any absences that would qualify for personal leave for other certificated employees.

Leaves taken under this paragraph shall be in addition to any sick leave to which the Superintendent is entitled unless otherwise indicated.

- B. Health and Dental Insurance. The District shall pay for and provide the Superintendent with health and dental insurance for which the Superintendent is qualified under the District's group insurance plan.
- C. Long Term Disability Insurance. The Board shall provide for Long Term Disability insurance that will include coverage for the Superintendent. The elimination period will be at the end of accumulated sick leave (maximum 45 days). The LTD will cover salary plus health insurance as total compensation.
- D. Life Insurance: The District shall pay for and provide the Superintendent with a term life insurance policy insuring the life of the Superintendent payable to the Superintendent's designated beneficiaries in the amount of \$20,000.
- E. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.
- F. Transportation Expenses. The Superintendent may use a school owned vehicle for transportation required in the performance of the Superintendent's official duties. In the event a school vehicle is not available or if a trip will combine both personal and job related distances, the Superintendent may elect to use his personal vehicle and the reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the state mileage rate.
- G. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.
- H. Professional Growth. The board may upon receipt of a request from the Superintendent approve professional development and to participate in relevant learning experiences to be paid for by the School District provided that in no event shall the expense exceed the sum of \$2,500 annually.
- I. Avoidance of Fines or Penalties. The District may elect to not provide any benefit set forth in the Contract in the event the District determines in its discretion that the provision of the benefit would result in a fine or penalty. In the event the District makes such an election, the District shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine or penalty, and in the event such is not available, the Superintendent's salary shall be grossed up in an amount equal to the cost savings from not providing the benefit (excluding the costs of fines and penalties).

- J. Cell Phone. The Superintendent shall be provided with a cell phone with the costs for the basic plan paid by the District. Any charges for calls in excess of the basic plan provisions shall be reimbursed to the District by the Superintendent.
- K. Other Benefits. The Superintendent may be provided such other benefits as are provided to certificated employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

4. Duties. The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties. Nothing herein shall restrict the Superintendent from undertaking consultative work or other duties that are completed outside of the duty day and do not otherwise interfere with the Superintendent's duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable in-person attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position. In the event classes are cancelled or the district is closed due to weather conditions or other hazards, the Superintendent is expected to be available to check on the status of district facilities and coordinate necessary steps to return to operation at the soonest time possible.

The Board of Education and Superintendent recognize the position of Superintendent requires obligations that extend beyond a normal duty day. The Superintendent shall faithfully provide the time, effort and energy necessary to lead the district and be responsible for decisions requiring his input regardless of the time, date or nature of such decisions. The Board of Education recognizes the Superintendent is a professional administrator serving as the board's representative in the daily management of the school district. The Board of Education will support the Superintendent in the performance of his duties and will recognize that certain periods during the contract year may allow the Superintendent to be physically absent from the office while still maintaining administrative oversight. Such times may include but not be limited to non school days during the school year. In the event the Board of Education believes the Superintendent is not providing the time necessary to complete the duties of the Superintendent, the Board of Education shall meet with the Superintendent and provide further direction.

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 implementation of Board policy. The Superintendent shall be responsible for development of policies for consideration by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board **not** later than the next regularly scheduled Board meeting. The parties agree, individually and collectively,

to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year and may be evaluated more frequently in the discretion of the Board. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a written response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

7. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a Superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement within thirty (30) days of an offer of reemployment by the board, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. 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 months remaining in the term of the Contract at the time termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the positions for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

8. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated

for any services performed prior to the date of registration of this certificate; 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.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment is true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

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 provisions of the School Employees' Retirement Act.

9. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

10. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. 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.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before April 9, 2023 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this ____ day of _____, 2023. _____ P. J. Quinn, Superintendent	Executed this 13 th day of March, 2023. Board of Education of Saunders County School District 78-0072, a/k/a Mead Public Schools By: _____ Richard Kuhr, President Attest: _____ Shelly Kruse, Secretary
--	--