

PROPOSED CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Dodge County School District 27-0062, a/k/a Scribner-Snyder Community Schools**, hereinafter referred to as "the Board," and **Joe Peitzmeier**, hereinafter referred to 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 **9th Day of February 2022**, 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 2022 and expiring on the 30th day of June 2024 which includes 250 contracted service days. A "contract year" for purposes of this Contract shall be from July 1st to June 30th, and the Superintendent shall be on duty on all weekdays except legal holidays and days elected as vacation as provided herein.

2. Salary: The annual salary for the 2022-2023 contract year will be **\$143,500** and 2023-2024 contract year shall be negotiated at a later date. The annual salary for the second and any subsequent year of this contract will be set by the Board in or prior to the month of January preceding the second and any subsequent contract year. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District. 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 District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date.

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, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

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 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 is to be used during each contract year; there shall be no carry-over or accumulation of vacation from one contract year to the ensuing contract year. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay (per diem based on salary only) at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
 3. Sick Leave. The Superintendent shall be allowed ten (10) working days of sick leave per year.
 4. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of thirty-five (35) sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than thirty-five (35), and then only to the extent necessary to restore the total number of available sick leave days to the maximum of thirty-five (35) days.
 5. Bereavement. The Superintendent shall be allowed two (2) bereavement days for the contract year with three (3) additional bereavement days available out of the Superintendent's accumulated sick leave days.
 6. Holidays. The following days shall be holiday days and not working days: Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, and New Year's Day.
 7. Log. The Superintendent shall get approval from the President of the Board of Education prior to taking leave. The Superintendent shall maintain a monthly vacation and sick leave log which shall be submitted to the Board President for review on or before the 5th day of each month. The Board will review the Absence Log on a quarterly basis.
- 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 health and dental insurance plan. The District will also provide the Superintendent and pay for family dental insurance.
 - C. Life Insurance. The District shall contract and pay the premium for a life insurance policy for the Superintendent providing for a death benefit of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) payable to the Superintendent's designated beneficiaries.
 - D. Long Term Disability. The District shall contract and pay the premium for a long-term policy providing for a benefit equal to 66.66% of the Superintendent's monthly income upon expiration of the Superintendent's paid sick leave benefits.
 - E. Meetings and Dues. The Superintendent shall be a member and attend appropriate professional meetings of appropriate educational organizations at the local and state level, provided that attendance at such meetings does not interfere with the performance of the duties of the Superintendent and has been authorized by the Board of Education. Approved organizations are: the Nebraska Council of School Administrators, the Nebraska Rural Community Schools Association, the Nebraska Administrators of Curriculum, Instruction and Assessment. Membership in other organizations may be approved by the Board upon the Superintendent's request. The dues for such membership and the reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board Policies.
 - F. Transportation Expenses. The school district will provide a school vehicle for transportation needed in the performance of the Superintendent's official duties. If a school vehicle is unavailable, the reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate per mile established from time-to-time by the Nebraska Department of Administrative Services (found

at <http://www.das.state.ne.ns/accounting/nis/am005.htm#auto>). The District shall not be responsible for personal car insurance for Superintendent's vehicle.

- G. Cell Phone. The District shall not provide the Superintendent with a cell phone. The Superintendent shall provide a cell phone for use in the exercise of the duties of the position. The District shall reimburse the Superintendent for the cost of the cell phone at a flat rate of FIFTY DOLLARS (\$50.00) per month.
- H. Residency and Relocation/Moving Expenses. Not applicable.
- I. 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. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the District beyond any applicable insurance coverage the District has available.

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 which shall include the duties of the Superintendent as prescribed in the "Superintendent's Job Description" and such duties incorporated by reference into this contract as if set forth verbatim herein. The Superintendent may, during his personal leave and vacation time, engage in consultative work, speaking engagements, writing, lecturing, or other such activities. In addition, with the consent of the Board, the Superintendent may be granted additional time for such activities if, in the opinion of the board, the activities would present value to the District and would not detract from the Superintendent's ability to perform his duties under this contract.

The duties of the Superintendent shall include attendance at school activities. The Superintendent is at all times a probationary certificated employee regardless of length of service pursuant to Neb. Rev. Stat. § 79-824, et. seq.

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. 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 diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board, committees of the Board, school activities, and other assigned duties is an essential function of the Superintendent's position.

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 adoption 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 and consistent with legal requirements provided that the Superintendent shall report the nature of the matter and the action taken to the Board no 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, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a 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 school 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 by the required date, 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 discharge in accordance with applicable law. Contract amendment, cancellation or termination may occur due to a reduction in force. 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 such termination bears to the twelve months in the annual salary period in which 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.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. 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, cancel or 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 or will hold 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 are 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 February 9, 2022 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this 9th Day of February 2022

Executed this 9th day of February, 2022

Board of Education of Dodge County School

District 27-0062, a/k/a Scribner-Snyder Community Schools

Joe Peitzmeier, Superintendent

By:

Laura Schnoor, President

Attest:

Cory Schlueter, Secretary

