

Pierce Public Schools  
Employment Contract  
Superintendent

THIS CONTRACT is made by and between the Board of Education of Pierce Public Schools, legally known as Pierce County School District 70-0002, hereinafter referred to as "the Board", and Kendall Steffensen, 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 14th day of May, 2018, the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the following terms and conditions:

**SECTION 1. TERM OF CONTRACT.** This contract shall be for a term of two years from July 1, 2018 through June 30, 2020. The term "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup>.

**SECTION 2. AMENDMENT OR RENEWAL OF THE CONTRACT.** If a Board representative does not inform the Superintendent in writing on or before December 15, 2018, that the Board took action to consider the amendment, the nonrenewal or the conversion of this contract to a contract for a specific term, the contract will automatically renew for a period of one year from the ending date in Section 1. For example, if the Board does not give the Superintendent such notice by December 15, 2018, the contract will be extended from June 30, 2020 to June 30, 2021. This renewal provision shall remain in effect so that the Board must give notice by December 15<sup>th</sup> of the first of each two-year contract period; otherwise the contract will be extended for one additional contract year. The Superintendent shall remind the Board in writing of this renewal provision on or before November 1, 2018 and on or before November 1<sup>st</sup> of any succeeding year of employment.

**SECTION 3. SALARY.** In consideration of a 2018/19 annual salary of \$127,590.00 and of the further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully the duties of the Superintendent of Schools in and for the district as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. Said annual salary shall be paid in 12 installments. The first installment shall be payable on the 20th day of July, 2018, and the remaining installments shall be payable on the 20th day of each month thereafter. Salary payments shall be subject to state and federal withholding required by law, including without limitation FICA, FUTA, Medicare, and state or federal unemployment contributions.

The Board retains the right to adjust the Superintendent's annual salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Superintendent's salary shall not be reduced during the term of this Contract. The Superintendent's base salary for any renewal or extension periods shall be set by mutual agreement of the Superintendent and the Board, but shall in no event be less than the annual salary for the immediately preceding contract year.

**SECTION 4. DUTY DAYS.** Duty days will not include Saturdays, Sundays, school district holidays, or legal holidays. For purposes of this contract, the phrase "legal holidays" means July 4th, Labor Day, Thanksgiving, Christmas Day, New Years Day, and Memorial Day.

**SECTION 5. PROFESSIONAL STATUS.** The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part of or all of

the same term provided 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 a Superintendent of Schools in the State of Nebraska, which certificate shall be registered as required by law. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate.

**SECTION 6. SUPERINTENDENT'S DUTIES.** The duties of the Superintendent shall be as prescribed in the Board of Education policy manual, which duties are incorporated by reference into this Contract as if set forth verbatim herein. Nothing contained in this Contract shall preclude the Board from modifying board policy so long as the duties assigned to the Superintendent are consistent with his position and professional status. The Superintendent shall have complete freedom to organize, re-organize, and arrange the administrative and supervisory staff of the district in a manner which in his judgment best serves the schools of the District, with advisory assistance from the Board. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of his staff. The Superintendent shall have responsibility for selection, placement, and transfer of personnel. He shall have the authority to fill temporary vacancies and to make such other temporary arrangements as necessary until the next regular board meeting. He shall be responsible for initiating all personnel matters which require action by the Board, which includes making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his time, skill, labor, and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.

**SECTION 7. BOARD - SUPERINTENDENT RELATIONSHIP.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer of the District, and shall have primary responsibility for implementation of Board policy. The Board, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for action, study and/or recommendation, as appropriate.

**SECTION 8. CANCELLATION OR MID-TERM AMENDMENT.** The Board may cancel or amend this contract during its term for sufficient legal reason which shall include, but not be limited to, the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) intemperance; (k) conviction of a felony; or (l) any conduct, event or state of facts that substantially interferes with the Superintendent's continued performance of her duties. The procedures for cancellation or mid-term amendment of this contract shall be in accordance with state statutes.

**SECTION 9. DISABILITY.** Should the Superintendent be unable to perform his duties by reason of illness, accident or other disability beyond his control, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable, or of such a nature as to make performance of his duties impossible, the Board may at 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.

**SECTION 10. TRANSPORTATION.** The Board shall provide the Superintendent with transportation required in the performance of his official duties at the rate established by the State of Nebraska.

**SECTION 11. LEAVES.** The Superintendent shall be allowed twenty (20) working days of vacation leave and ten (10) working days of sick leave during each contract year, exclusive of school holidays or legal holidays. Vacations days are to be used in a manner and at times selected by the Superintendent; provided that the Superintendent shall make reasonable efforts to not schedule vacations which would cause the Superintendent to not be able to attend regular scheduled meetings of the Board of Education. The maximum number of unused days the Superintendent will be allowed to carry over from one contract year to the next shall be: twenty (20) vacation days and forty-five (45) sick days. Once the maximum is accumulated, no further vacation or sick days, as applicable, will be available or granted for the ensuing leave year or years until the accumulated number of days is less than the applicable maximum, and then only to the extent necessary to restore the total number of available vacation or sick days to the applicable maximum. The Superintendent shall maintain a vacation and sick leave log which shall be available to the Board for review quarterly.

**SECTION 12. PROFESSIONAL DEVELOPMENT.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the Board's approval, he may attend appropriate professional meetings at the local, state, regional and national level, and the Board will pay for reasonable and necessary expenses for attendance at approved meetings.

**SECTION 13. FRINGE BENEFITS.** The District shall provide the Superintendent with the following benefits as listed:

1. Blue Preferred Blue Cross & Blue Shield traditional or HSA family health insurance with family dental.
2. Dues to NCSA & AASA.
3. Dues to the Pierce Chamber of Commerce.

**SECTION 14. 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 until expiration of the Contract unless accepted by the Board and the Board shall fix the time at which the resignation shall take effect.

**SECTION 15. EVALUATION.** The Board shall evaluate the Superintendent in November. The Board may evaluate the Superintendent more frequently when, in its sole discretion, it determines more frequent evaluations to be appropriate. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used. The Board shall put its evaluations in writing and discuss them with the Superintendent. He shall sign each evaluation to acknowledge receipt of it, and a fully signed copy of each evaluation shall become part of his personnel file.

**SECTION 16. PHYSICAL OR MENTAL EXAMINATION.** The Board may require the Superintendent to undergo a physical or mental examination by a physician and/or psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board shall address whether the Superintendent is able to perform the "essential functions" of his position.

**SECTION 17. 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 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract.

**SECTION 18. 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 19. 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 20. 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 the Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below:

Date: \_\_\_\_\_

By: \_\_\_\_\_, President – Board of Education

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

Date: \_\_\_\_\_

By: \_\_\_\_\_, Superintendent

**Superintendent Pay Transparency Notice—Proposed Contract (Name of current or new superintendent)**

Notice is hereby given that Pierce Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on May 14, 2018 at 6:30 pm at the High School Board Room in Pierce, Nebraska.

After the 2018/19 school year, how many years remain on the contract: (Column F must be completed if additional years remain on contract.)

1

The estimated costs to the district for the 2018/19 year and future years are listed below:

	2018/19 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
<b>Base Pay for the Total FTE</b>	\$ 127,590.00	\$ 127,590.00	\$ 255,180.00
<b>Compensation for activities outside of the regular salary:</b>			
• Extended contracts / Activities outside of regular salary		\$	-
• Bonus/Incentive/Performance Pay		\$	-
• Stipends		\$	-
• All other costs not mentioned above		\$	-
<b>Benefits and Payroll Costs Paid by district:</b>			
• Insurances (Health, Dental, Life, Long Term Disability)	\$ 19,953.00	19953	\$ 39,906.00
• Cafeteria Plan Stipend		\$	-
• Cash in lieu of insurance		\$	-
• Employee's share of retirement, deferred compensation, FICA and Medicare <b>if paid by the district</b>		\$	-
• District's share of retirement, FICA and Medicare	\$ 22,364.00	\$ 22,364.00	\$ 44,728.00
• IRS value of housing allowance		\$	-
• IRS value of vehicle allowance		\$	-
• Additional leave days		\$	-
• Annuities		\$	-
• Service credit purchase		\$	-
• Association / Membership dues	\$ 795.00	\$ 795.00	\$ 1,590.00
• Cell Phone/Internet reimbursement		\$	-
• Relocation reimbursement		\$	-
• Travel allowance/reimbursement		\$	-
• Mileage Allowance		\$	-
• Educational tuition assistance		\$	-
• All other benefit costs not mentioned above		\$	-
<b>Totals:</b>	<b>\$ 170,702.00</b>	<b>\$ 170,702.00</b>	<b>\$ 341,404.00</b>