

INTERIM SUPERINTENDENT'S CONTRACT OF EMPLOYMENT NEBRASKA CITY PUBLIC SCHOOLS

THIS CONTRACT is made by and between **the Board of Education of Nebraska-City Public Schools**, legally known as **Otoe County School District No. 66-0111**, and referred to as "the Board" and "the School District" respectively, and **Rex Pfeil**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Superintendent shall be employed for a period beginning on **July 1, 2019**, and expiring on **June 30, 2020**. This contract is entered into for the sole purpose of employing the Superintendent for the period specified above. It shall not be subject to renewal by statute or any provision of this contract. During this contract, the Superintendent shall be employed with the district on a 1.0 FTE basis and shall render at least **239 working days** of service in the performance of his duties as Superintendent. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Superintendent actually and necessarily completes his or her contractual duties. 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 the working days and shall provide the Board of Education with a report of the accumulated working days at least quarterly.

Section 2. Renewal of Contract. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR \$1 AND OTHER VALUABLE CONSIDERATION, THE SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, THE SUPERINTENDENT UNDERSTANDS THAT HE OR SHE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. HE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE OR SHE IS WAIVING. The Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Superintendent's salary for the term of this contract shall be \$178,000 which shall be paid in equal monthly installments beginning in the month of August, 2019. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. Deductions. This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 5. Professional Status. The Superintendent affirms that he or she is not under contract with any other board of education which would prevent him or her from fulfilling the duties of this agreement or which covers any part or all of the term provided in this contract. Throughout the contract term, he or she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he or she will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he or she registers his certificate. The Superintendent represents that: (1) all information provided in connection with the application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he or she will advise the Board immediately; (2) he or she has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he or she has not had any professional licenses or certificates suspended or revoked.

Section 6. Superintendent's Duties. The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote his or her time, skill, labor and attention to his duties throughout the contract term. The

Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to him or her. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his or her duties and obligations to the school district.

Section 7. Board-Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their 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 any of 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) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's

failure to comply with his duties under Section 2 (Renewal of Contract) or Section 13 (Evaluation) shall constitute a material breach of this contract.

Section 9. Transportation. The Board shall provide the Superintendent with transportation or reimburse him or her for mileage required in the performance of official duties at the rate approved by the Board.

Section 10. Fringe Benefits. The Board shall provide the Superintendent with the following fringe benefits:

- a. Professional Development.** The Interim Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.
- b. Professional Dues.** The school district will pay the annual dues for the Interim Superintendent's membership in the following organizations: Nebraska Council of School Administrators and Rotary, International.
- c. Vacation Days.** The Superintendent shall have fifteen (15) vacation days for the interim contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. At the conclusion of this contract, the Board shall reimburse the Superintendent any unused vacation days at the rate of one dollar (\$1.00) per unused day. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of his vacation days and shall provide the Board of Education with a report of his accumulated vacation days at least quarterly. The Board may require the Superintendent to use his vacation.
- d. Sick Leave.** The Superintendent shall be entitled to ten (10) days of sick leave during this contract. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and

accurate records of his sick days and shall provide the Board of Education with a report of his accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District.

e. Status as Temporary Employee under NEB. REV. STAT. § 79-902(41). It is the parties' intention that Superintendent be employed for one year or less in the position of interim superintendent. Therefore, Superintendent shall not receive service credit for or make contributions to the School Employees Retirement System of the State of Nebraska.

Section 11. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 12. Compensation Upon Termination and Credit for Accrued Vacation. 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 13. Evaluation. The Board shall evaluate the Superintendent twice during the 2019-20 school year. The Superintendent shall remind the Board members in writing of this; make his evaluation an agenda item for two regular board meeting during the contract year; and provide the Board with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 14. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

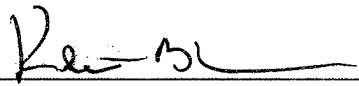
Section 15. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contract.

Section 16. 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 17. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement 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 31 day of May, 2019

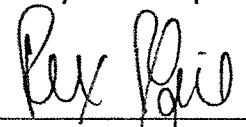


President, Board of Education



Secretary, Board of Education

Executed by the Superintendent this 29th day of April, 2019.



Rex Pfeil, Superintendent

Superintendent Pay Transparency Notice - Contract of Rex Pfeil

Notice is hereby given that Nebraska City Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on May 1, 2019 at 3:00pm at the Central Office Board Room, 1700 14th Avenue, Nebraska City, Nebraska.

After the 2019/20 school year, how many years remain on the contract:

0

The estimated costs to the district for the 2019/20 year and future years are listed below:

	2019/20 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 178,000.00	\$ -	\$ 178,000.00
Compensation for activities outside of the regular salary:			
• <i>Extended contracts / Activities outside of regular salary</i>	\$ -	\$ -	\$ -
• <i>Bonus/Incentive/Performance Pay</i>	\$ -	\$ -	\$ -
• <i>Stipends</i>	\$ -	\$ -	\$ -
• <i>All other costs not mentioned above</i>	\$ -	\$ -	\$ -
Benefits and Payroll Costs Paid by district:			
• <i>Insurances (Health, Dental, Life, Long Term Disability)</i>	\$ -	\$ -	\$ -
• <i>Cafeteria Plan Stipend</i>	\$ -	\$ -	\$ -
• <i>Cash in lieu of insurance</i>	\$ -	\$ -	\$ -
• <i>Employee's share of retirement, deferred compensation, FICA and Medicare if paid by the district</i>	\$ -	\$ -	\$ -
• <i>District's share of retirement, FICA and Medicare</i>	\$ 13,617.00	\$ -	\$ 13,617.00
• <i>IRS value of housing allowance</i>	\$ -	\$ -	\$ -
• <i>IRS value of vehicle allowance</i>	\$ -	\$ -	\$ -
• <i>Additional leave days</i>	\$ -	\$ -	\$ -
• <i>Annuities</i>	\$ -	\$ -	\$ -
• <i>Service credit purchase</i>	\$ -	\$ -	\$ -
• <i>Association / Membership dues</i>	\$ 2,200.00	\$ -	\$ 2,200.00
• <i>Cell Phone/Internet reimbursement</i>	\$ -	\$ -	\$ -
• <i>Relocation reimbursement</i>	\$ -	\$ -	\$ -
• <i>Travel allowance/reimbursement</i>	\$ -	\$ -	\$ -
• <i>Mileage Allowance</i>	\$ 1,800.00	\$ -	\$ 1,800.00
• <i>Educational tuition assistance</i>	\$ -	\$ -	\$ -
• <i>All other benefit costs not mentioned above</i>	\$ -	\$ -	\$ -
Totals:	\$ 195,617.00	\$ -	\$ 195,617.00