

**PROPOSED AMENDMENT TO ORIGINAL CONTRACT EXECUTED FEBRUARY 16, 2009**

**THIS AMENDMENT TO THE ORIGINAL CONTRACT** and annual amendments made by and between the School District of Pender, Nebraska, being School District No. 1 of the County of Thurston, State of Nebraska, hereinafter referred to as "District", and Jason C. Dolliver, a legally qualified school administrator, hereinafter referred to as "Administrator".

**WITNESSETH:** That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 9<sup>th</sup> day of December, 2019, the Board hereby agrees to employ the Administrator, and the Administrator hereby agrees to accept such employment, on the terms set forth in the original contract executed February 16, 2009, and subject to the following amendments:

**3. Term of the Contract:**

- A. Term:** This contract shall be for a period of two (2) school years, which shall begin on or about July 1, 2020, and end on or about June 30, 2022.

**4. Compensation:**

- A. Salary:** For the 2020-21 contract the salary shall be: \$142,055.32; representing a 0% total package increase from the 2019-20 total package. Salary and benefits for the second year (2021-2022) will be negotiated prior to June 30, 2021.

- C. Payroll Deductions:** This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security, and retirement. Other deductions may be withheld as agreed to by the parties of this contract.

**D. Fringe Benefits:**

- (1) Plan:** The School District shall pay a fringe benefit package for the 2020-2021 school year in the annual amount ( $\$2,092.69 \times 12 = \$25,112.28$ ) equal to an amount representative of the annual premium for a \$1,050 or \$3,600 deductible, EHA Blue Cross/Blue Shield employee, spouse and children health policy and PPO A, B and C 100% Coverage Dental Coverage dental policy. Fringe benefits for the second year (2021-2022) will be negotiated prior to June 30, 2021. (Note: Any portion of the cafeteria plan stipend received as cash is subject to FICA, FUTA, and FICM withholding, but is not subject to Nebraska Teachers Retirement contributions.)

**6. Holidays, Duty and Leaves:**

- C. LEAVE: Paid Time Off (PTO)/Sick Leave:** Paid leaves are available under a Paid Time Off (PTO) program. PTO incorporates sick, personal, emergency, holiday, and unrestricted bereavement leave into one program. PTO leave is available when the following specific conditions are met: (1) the Employee is currently employed by the District, and (2) the PTO leave day is taken on a day the Employee would otherwise be expected to be at work.

Paid Time Off (PTO) will be available from a total of 12 days per contract year. Administrative approval will be granted on a first-come, first-serve basis to the first five teacher requests on any given day and administration reserves the right to grant additional leave requests if substitutes can be found. In the event of a change to the calendar, all leave approved prior to the calendar change will be granted as approved.

With the exception of Additional Limited Bereavement Leave (as described below), all 12 PTO days will be used before any leave can be used from the individual's available sick leave accumulation.

PTO may be used during the first 5 student contact days of the school year, last 5 student contact days of the school year, the day immediately preceding or immediately following the winter break, inservice times, or Parent/Teacher Conferences with written administrative approval; however, it is strongly discouraged. If leave during these times is granted, employee will be charged according to the "Weighted Leave" chart below for leave taken during those time periods, however, Administration can waive weighted leave if deemed appropriate (See chart below). Administrative approval will be required for the use of more than 5 consecutive PTO days.

**Weighted Leave**

First/Last 5 Student Contact Days: 1 full day = 2 PTO days

Inservice: Full day inservice: 1 full day = 2 PTO days

2:30 dismissal inservice: ½ day (P.M. only)= 1 PTO day

2:30 dismissal inservice: 1 day= 1.5 PTO days

Parent/Teacher Conferences: Scheduled P/T Conferences= 1.5 PTO days

A teacher who misses the instructional day and PT Conferences will be charged 2.5 PTO days.

Any unused PTO days are transferred to the Employee's sick leave accumulation at the end of the contract year. The maximum for sick leave accumulation is 45 days. Once the maximum is accumulated, no unused PTO days will carry-over until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave accumulation to the maximum of 45 days. PTO days remaining in any year in which the Employee's sick leave accumulation reaches 45 days will be carried over to the following year as PTO days, and the Employee will only be given the number of PTO days necessary to bring the Employee's total to 12 for the new contract year. For example, if an Employee has 40 sick days accumulated and 10 PTO days remaining at the end of a contract year, 5 PTO days will be transferred to the Employee's sick leave accumulation, and 5 PTO days will be carried over to the following contract year. The Employee will be given 7 PTO days the following contract year to bring the Employee's total back to 12 days.

Once the maximum is accumulated, the remaining PTO days will be paid in July at the following rate:

12 days remaining \$400 (\$33.33 per day)

11 days remaining \$400 (\$36.36 per day)

10 days remaining \$300 (\$30.00 per day)

9 days remaining \$200 (\$22.22 per day)

6-8 days remaining \$100 (\$12.50-16.67 per day)

Sick leave accumulation days are available for sick leave only and are to be used only after the Employee has exhausted all current year's PTO days, provided however that accumulated sick leave may also be used for purposes of the Additional Limited Bereavement Leave as described

below. Accumulated sick leave can be used when the Employee is unable to perform assigned duties due to illness, injury or hospitalization of the Employee, or due to the Employee needing to care for the Employee' s spouse, children (dependent or independent), parents or spouse's parents upon illness, injury or hospitalization, after the current year's PTO balance is exhausted.

Professional leave will be granted at the administrator's discretion.

Pay will be withheld when leave is requested but not available. The amount withheld is equivalent to 1/185<sup>th</sup> of (teaching, not extra duty) salary times the number of days absent. This amount can be deducted in the number of pay periods designated by the employee but must be fully deducted within the current contract year.

**Additional Limited Bereavement Leave.** Without limiting the foregoing, upon the occurrence of a “Qualified Bereavement Event” (as defined below), an employee may use accumulated sick leave, if any, for purposes of bereavement leave in response to the Qualified Bereavement Event without first exhausting all available PTO from the current contract year.

As used herein, **Qualified Bereavement Event** means the death of the employee’s (1) “Immediate Family Member,” (2) “Family Member,” or (3) “Close Friend.”

As used herein, **Immediate Family Member** means the employee’s spouse, parent, father-in-law, mother-in-law, child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, or grandchild. Following a **Qualified Bereavement Event** based on the death of an **Immediate Family Member**, an employee may use no more than five (5) accumulated sick days, if any, for such bereavement purposes.

As used herein, **Family Member** means the employee’s grandparent, spouse’s grandparent, aunt, uncle, spouse’s aunt, spouse’s uncle, first cousin, or spouse’s first cousin. Following a **Qualified Bereavement Event** based on the death of a **Family Member**, an employee may use no more than two (2) accumulated sick days, if any, for such bereavement purposes.

The Superintendent will consider requests from an employee to use accumulated sick leave for bereavement purposes in response to the death of an employee’s **Close Friend**; and the decision to permit the use of accumulated sick leave for such purposes—without first exhausting all available PTO from the current contract year—will be within the sole discretion of the Superintendent whose decision shall be final. In the event that the Superintendent approves the use of accumulated sick leave, if any, for bereavement purposes following a **Qualified Bereavement Event** based on the death of a **Close Friend**, an employee may use no more than two (2) accumulated sick days, if any, for such bereavement purposes.

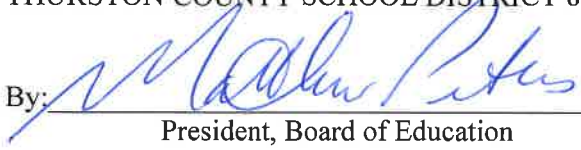
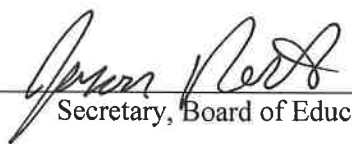
Employees are limited to using accumulated sick leave for bereavement purposes as provided herein to one instance per school year; provided, however, that the Superintendent may approve the additional use of accumulated sick leave for bereavement purposes at the Superintendent’s sole discretion whose decisions on these matters shall be final.

Nothing herein shall be construed to preclude or limit employees from using available PTO days for the purposes of bereavement leave, provided that all other requirements and limitations on the use of PTO days still apply.

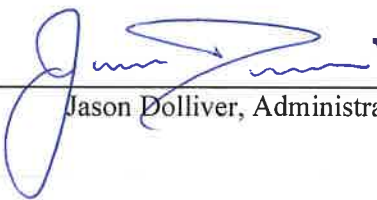
**IN WITNESS WHEREOF**, the parties have executed this amendment to the original contract on the dates indicated below. All other terms and conditions remain the same.

**EXECUTED BY THE BOARD** this 10<sup>th</sup> day of February, 2020

THURSTON COUNTY SCHOOL DISTRICT 87-0001, A/K/A PENDER PUBLIC SCHOOLS

By:  President, Board of Education  
By:  Secretary, Board of Education

**EXECUTED BY THE Administrator** this 10<sup>th</sup> day of February, 2020

By:   
Jason Dolliver, Administrator