

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 10th day of December, 2018, 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, 2019, and end on or about June 30, 2021.

4. Compensation:

- A. Salary:** For the 2019-2020 contract the salary shall be: \$142,055.32; representing a 2.8762% total package increase from the 2018-2019 total package. Salary and benefits for the second year (2020-2021) will be negotiated prior to June 30, 2020.

- 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 2019-2020 school year in the annual amount ($\$1963.79 \times 12 = \$23,565.48$) equal to an amount representative of the annual premium for a \$1,050 or \$3,500 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 (2020-2021) will be negotiated prior to June 30, 2020. (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.