

Stapleton Public Schools
Stapleton, Nebraska

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT (referred to herein as the "Contract") is made and entered into by and between the BOARD OF EDUCATION (hereinafter the "Board") of STAPLETON PUBLIC SCHOOL DISTRICT NO. 57-0501, Logan County, Nebraska (hereinafter the "District") and BRIAN REDINGER (hereinafter the "Superintendent").

WITNESSETH:

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established, have agreed and do hereby agree as follows:

I. TERM

1.1 The Board by and on behalf of the District does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District for the term of 3 years commencing on July 1, 2024 and ending June 30, 2027. The board will release the Superintendent from this contract, provided that the superintendent has made a request to be released on or before February 21st of each year the contract is in force.

1.2 The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the contract term.

1.3 If the Board desires to consider the amendment of this Contract, the Board shall provide written notice of its desire to consider the amendment of this Contract to the Superintendent on or before April 15th of each year of this Contract. If the Board desires to consider the non-renewal of this Contract at the end of the term of this Contract, the Board shall provide written notice of its intent to consider non-renewal on or before the regular December meeting of the board.

II. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools as prescribed in the District's job descriptions for Superintendent and additional duties as may be assigned by the Board. The Superintendent shall comply with all Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be adopted or amended.

The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill, and expertise and in good workman-like manner.

The Superintendent shall furnish at all times during the original and any extended terms of this Contract, a valid and appropriate certificate to act as Superintendent of Schools in the State of Nebraska. The Superintendent will devote his/her full time, skill, labor, and attention to said employment during the term of this Contract; provided, however, that the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, and other professional duties, but only by agreement with the Board.

The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Board, individually or collectively, will promptly refer all criticisms, complaints, and/or suggestions called to its attention to the Superintendent for action, study, and/or recommendation, as appropriate. In the event any criticism or complaint would not be appropriate to be referred to the Superintendent, then the Board will receive and consider the complaint or criticism.

2.2 Principal Residence/Domicile in School District. The Superintendent shall have his/her domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain his/her domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in his/her first year of employment with the District and does not have his/her domicile and principal place of residence within the District at the time of his/her employment, the Superintendent shall move his/her domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his/her domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the school district; (3) to be involved in school and community activities bringing him/her in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be

considered isolated from the community in which he/she is the educational leader. Any school aged dependents of the Superintendent must attend the Stapleton Public School District, unless remaining in their current district to complete their high school education.

2.3 Use of School-Owned Residence. The District owns a residential home located at 524 “F” street in Stapleton. This home is available for use by the Superintendent, the Superintendent’s spouse and children (while still living with the Superintendent). If the Superintendent elects to utilize the home, the Superintendent will pay no rent. The Superintendent is responsible for: (1) keeping the interior and exterior of the home in good condition and repair (excepting normal wear and tear); (2) obtaining a renter’s policy of insurance on the residence identifying the District as a loss payee; (3) provide an inventory of appliances and fixtures belonging to Superintendent; (4) allowing a walk-through inspection annually by the Building and Grounds Committee upon reasonable notice; (5) ensuring that all interior walls are painted a neutral color upon termination of the lease and will ensure that all carpets in premises are cleaned at Superintendent’s expense prior to surrendering possession of the premises. The lease arrangement terminates automatically upon termination of Superintendent’s employment. Utilities are the responsibility of the School District.

2.4 Professional Growth. The District shall permit a reasonable amount of time for the Superintendent, as the Board deems appropriate, to attend seminars, courses, and/or meetings in accordance with Board policies.

2.5 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position, without the Superintendent’s express written consent or through amendment of the Superintendent’s Contract pursuant to state law.

III. COMPENSATION

3.1 Salary. The District shall provide the Superintendent with an annual salary for the first Contract year in the sum of one hundred thirty nine thousand and six hundred dollars (\$139,600). The annual salary shall be paid to the Superintendent in twelve equal monthly installments. The salary for subsequent Contract years shall be negotiated between the parties, but if the parties cannot agree on an appropriate salary, then the salary will be the same as it was for the first Contract year.

The Board reserves the right to adjust the annual salary during the term of this contract whether during the first Contract year or subsequent Contract years. Said salary adjustment, however, shall not reduce the annual salary to any lesser amount than as stated above. Such adjustment shall be solely at the discretion of the Board. 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 thereby extended the termination date, unless the Board, by specific action, shall expressly extend the termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of the termination date of this Contract.

3.2 Payment of Professional Dues. The District shall pay the Superintendent's reasonable professional dues annually. The Board shall have sole discretion in determining the reasonableness of professional dues.

3.3 Other benefits. The Superintendent shall receive the following benefits in addition to his/her salary:

A. *Health, Disability, and Dental Insurance.* The Superintendent shall receive appropriate level of health, disability, and dental insurance.

B. *Transportation.* The Board shall provide the Superintendent with transportation when required in performance of his/her official duties, or shall reimburse him/her for such transportation at the legal established rate when conducting official school business and the Superintendent's personal vehicle is used. When conducting official school business, the Superintendent's meals and accommodations will be paid, with prior approval to be granted by the Board.

C. *Income Protection Plan.* The Superintendent shall receive the benefits of the income protection plan as is granted to other professional staff members under the policies of the District.

D. *Other Benefits.* The Superintendent shall be entitled to all other benefits available to professional staff members under the policies of the District. "Benefits" under Paragraph 3.3 do not include vacation or other leave.

3.4 Vacation and Leave.

A. *Vacation.* The Superintendent shall be entitled to receive thirty (30) days of vacation each Contract year. Such vacation days may not be accumulated or carried over to any other year and must be used during the course of each one-year term. The Superintendent shall receive compensation for all accrued and unused vacation days remaining at the end of each Contract year. The vacation pay is based on a 260 day contract year. The Superintendent must notify the Board president in advance of his/her intent to use vacation days. Vacation days shall only be taken when school is not in session unless with prior approval of the Board. Vacation shall not be

taken, when the Superintendent's absence will cause undue disruption to school business. The Superintendent shall keep a current record of his vacation leave which he will provide to the Board by June 30, of the contract year. Failure to turn in vacation days will result in nonpayment of unused days.

B. *Sick Leave.* The Superintendent shall be entitled to receive ten (10) days of sick leave for illness per year. Sick leave may accumulate to a maximum of forty-five (45) 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 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days.

D. *Other Leave.* The Superintendent shall be allowed the usual holidays which the District generally recognizes during the course of each Contract year.

IV. REVIEW OF PERFORMANCE

4.1 Time and Basis of Evaluation. The Board shall evaluate and assess in writing the performance of the Superintendent at least twice during the first year of this Contract. The first evaluation shall be conducted on or before December 31st of the first Contract year. The second evaluation shall be conducted on or before March 31st of the first Contract year, unless otherwise mutually agreed to by the Superintendent and the Board.

The Board shall evaluate and assess in writing the performance of the Superintendent at least once during each subsequent Contract year. This evaluation shall be conducted on or before the December board meeting of each subsequent Contract year, unless mutually agreed to by the Superintendent and the Board.

The Superintendent shall see that all Superintendent evaluations are preserved in the same manner as teacher evaluations are preserved in the District's offices.

The Superintendent is responsible for notifying the Board of the Board's statutory obligation to evaluate the Superintendent by consulting with the President of the Board to see that the Superintendent's evaluation is placed on the Board's agenda during the contract year on or before the dates specified above. A failure to notify the Board of its need to perform the Superintendent's evaluation shall constitute neglect of duty sufficient to warrant cancellation of this Contract.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall generally be in accordance with the Board's policies, and state and federal law.

V. RENEWAL/NON-RENEWAL

5.1 Renewal/Non-Renewal. Renewal or non-renewal, amendment or cancellation shall be on accordance with Board policy and/or state law. The Superintendent shall notify the Board at its regular meeting in November of the last Contract year, specified in Paragraph 1 that notification of non-renewal of the Superintendent's Contract must be completed on or before the regular December meeting of the board. A failure to notify the Board shall constitute neglect of duty sufficient to warrant cancellation of this Contract. The board will discuss Superintendent Redinger's performance with him in December, 2024 and may, by agreement with him extend the contract for one additional year through June 30, 2028. Superintendent Redinger shall accept the contract extension on or before February 21st of each year.

VI. TERMINATION OF SUPERINTENDENT'S CONTRACT

6.1 Expiration of Term. This Contract shall expire at the conclusion of the term set out above provided that the Board gives notice in writing that it intends to not renew the Contract on or before the regular December meeting of the board of each year of this Contract.

6.2 Mutual Agreement. This Contract shall be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon.

6.3 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

6.4 Resignation. After the Superintendent has returned the signed Contract, the Superintendent will not be released from this Contract in order to accept employment elsewhere without the written consent of the Board.

6.5 Cancellation. The Board may cancel the Contract of the Superintendent only pursuant to the terms of Nebraska law dealing with cancellation of contracts of certificated employees. In the event that the Board cancels this Contract, the Superintendent shall be afforded all the rights to which he/she may be entitled as set forth in the Board's policies and state law.

VII. MISCELLANEOUS

7.1 Controlling Law. This Contract shall be governed by the laws of the State of Nebraska and shall be performable in Logan County, Nebraska, unless otherwise provided by law.

7.2 Complete Agreement. This Contract constitutes the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract.

7.3 Severability. In the event any one or more of the provisions contained in this contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.3 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.

7.4 Acceptance. This offer shall expire unless signed and returned to the Board or its authorized representative on or before February 21, 2024.

7.5 Contingent upon Receipt of Proper Certification. This Contract is contingent upon the Superintendent having the necessary administrative endorsements and certifications to serve as a Superintendent as required by the Nebraska Department of Education.

7.6 Binding Effect. This Contract is binding on all successor Boards of the District and said Contract may not be assigned or transferred in any manner by the Superintendent.

EXECUTED this 15th day of January, 2024.

STAPLETON PUBLIC SCHOOL DISTRICT
NO. 57-0501. LOGAN COUNTY, NEBRASKA,

By: _____
Frank Kramer, President
Board of Education

Attest: _____
Secretary, Board of Education

SUPERINTENDENT