

**INTERIM SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
YUTAN PUBLIC SCHOOLS**

THIS CONTRACT is made by and **the Board of Education of Yutan Public Schools**, legally known as **Saunders County School District No. 78-0009**, and referred to as "the Board" and "the District" respectively, and **Rex Pfeil**, referred to herein as "the Interim Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Interim Superintendent, and the Interim Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

WHEREAS, the parties entered into an initial Interim Superintendent Contract to last one year or less, but now wish to extend the interim period for one additional year;

WHEREAS, the parties still desire the certainty of the term of employment and understand that extending it by one year will include both parties providing additional consideration;

NOW THEREFORE, the parties agree as follows:

Section 1. Term of Contract. The Interim Superintendent shall be employed for a period of two years by agreement of the parties as set out herein, beginning July 1, 2023, and expiring on June 30, 2025. This contract is entered into for the sole purpose of employing the Interim 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 Interim Superintendent shall be employed with the district on a 1.0 FTE basis. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days Monday through Friday, but generally not Saturdays and Sundays and any holidays or leave days contained herein; however, the Superintendent will work all days necessary to complete the Superintendent's duties, even if those are weekend days or holidays.

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**, THE BOARD'S AGREEMENT TO EXTEND THIS CONTRACT FOR ONE ADDITIONAL YEAR, AND OTHER VALUABLE CONSIDERATION, THE INTERIM 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

INTERIM SUPERINTENDENT UNDERSTANDS THAT HE OR SHE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND HEARING RIGHTS REGARDING THE ENDING OF EMPLOYMENT, UNLESS OTHERWISE CONTAINED HEREIN. THE INTERIM SUPERINTENDENT DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS WIAVED. The Interim Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

Section 3. Salary. The Interim Superintendent's salary for the initial contract year will be \$180,000.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2023. This amount reflects savings to the District in overall costs to employ the Interim Superintendent compared to previous years, because benefits costs are eliminated or reduced. The Board shall not reduce the Interim 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. As of its approval in October 2023, it shall also be subject to the School Employees Retirement Act. It shall be the duty of the Interim Superintendent to communicate with the Nebraska Public Employees Retirement System to coordinate any required contributions by the Superintendent and District based on the term extending beyond one year. The Interim 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 Interim Superintendent or the value of property or money entrusted to the Interim Superintendent or owed by the Interim Superintendent to the District during the course of or as a result of the Interim Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Interim Superintendent and Board may agree.

Section 5. Professional Status. The Interim Superintendent affirms that the Interim Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Interim Superintendent will hold a valid and appropriate certificate to act as a Superintendent of schools in the State of Nebraska which the Interim Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Interim Superintendent for any service performed prior to the date that the Interim Superintendent registers the certificate. The Interim Superintendent represents that: (1) all information

provided in connection with the Interim Superintendent's 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, the Interim Superintendent will advise the Board immediately; (2) the Interim Superintendent 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) the Interim Superintendent has not had any professional licenses or certificates suspended or revoked.

Section 6. Interim Superintendent's Duties. The Interim Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Interim Superintendent agrees to devote the Interim Superintendent's time, skill, labor and attention to all required duties throughout the contract term. The Interim 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. By agreement with the Board, the Interim 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 the Interim Superintendent's duties and obligations to the District.

Section 7. Board-Interim Superintendent Relationship. The Board shall be primarily responsible for formulating and adopting policy. The Interim Superintendent shall be the chief administrative officer for the District and shall be responsible for implementing Board policy. The Interim Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Interim Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Interim 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 Interim 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 Interim Superintendent's continued performance of the Interim Superintendent's duties; (m) any arrest, criminal charge, or criminal conviction of Interim Superintendent or the failure to report the same; (n) any filing against the Interim Superintendent under NEB. REV. STAT. § 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 District records or documents; (p) misrepresentation of fact to the District and its personnel in the conduct of its 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 Interim Superintendent's failure to comply with the obligations in the Evaluation provisions of this contract shall constitute a material breach of this contract.

Section 9. Disability. If the Interim Superintendent is unable to perform any of the Interim Superintendent's duties by reason of illness, accident or other disability beyond the Interim Superintendent's control, and the disability continues for a period of more than 30 days, or if the disability is permanent, irreparable, or of such a nature as to make performance of the Interim Superintendent's duties impossible, the Board may initiate action to cancel 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 Interim Superintendent under any insurance coverage furnished by the District.

Section 10. Transportation. The Board shall provide the Interim Superintendent with transportation or reimburse the Interim Superintendent for mileage required in the performance of official duties at the rate approved by the Board.

Section 11. Fringe Benefits. The Board shall provide the Interim Superintendent with the following fringe benefits:

- a. Sick and Bereavement Leave.** The Interim Superintendent shall be entitled to 12 days of sick and bereavement leave for each contract year. Sick leave may only be used for personal illness or as otherwise provided in District policy; bereavement leave may be used for death of a family member. If the Interim Superintendent qualifies

for disability pay under the long-term disability policy, the Interim Superintendent shall be required to take the disability pay instead of sick leave pay. The Interim Superintendent shall keep complete and accurate records of days accrued and used and shall provide the Board with a report of accumulated sick and/or bereavement days at least quarterly and upon request. The Interim Superintendent shall not be compensated for unused days upon the ending of employment with the District.

- b. Vacation.** The Interim Superintendent shall have 20 vacation days for the initial contract year which the Interim Superintendent may use at times the Interim Superintendent chooses so long as the absence does not interfere with the proper performance of the Interim Superintendent's duties. For the second contract year, the Interim Superintendent will be provided enough days to restore his total to 20 days for the second contract year. For example, if the Interim Superintendent uses 12 vacation days in year one, he will receive 12 additional days in year two to restore his total to 20 days for year two. 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. The Board may require the Interim Superintendent to use vacation days and shall compensate the Interim Superintendent for unused vacation days upon the conclusion of employment at a rate of \$1.00 per day.
- c. Professional Development.** With the approval of the Board, the Interim Superintendent may attend appropriate professional meetings and trainings at the local, state, regional, and national level; and the Board will pay for valid expenses of attendance.
- d. Professional Dues.** The District will pay the dues for the Interim Superintendent's membership in the following organizations: Nebraska Council of School Administrators (NCSA).
- e. Holidays.** The Interim Superintendent shall receive 6 floating holidays to be used in proximity to the holidays listed herein, and shall receive the following holidays off

without loss of pay or having to take a paid leave day: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

- f. Cell Phone.** The Interim Superintendent shall be required to purchase and maintain a cellular phone so that the Interim Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Interim Superintendent up to a maximum of \$40 per month for the actual cost of a cellular phone service plan.

- g. Expense Reimbursement.** The Board shall pay or reimburse the Interim Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 *et seq.*) or some other provision of law, and (2) the Interim Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$1,200 or more.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Interim 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 13. 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 Interim Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

Section 14. Evaluation. The Board shall evaluate the Interim Superintendent twice during the initial contract year and once per contract year thereafter. The Interim Superintendent shall remind the Board members in writing of this obligation; make the evaluation an agenda item for two regular board meeting during the initial contract year and for one regular

board meeting during the second contract year in collaboration with the Board President; and provide the Board with a copy of the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 15. Legal Actions. The Board will support the Interim Superintendent if there is a legal dispute caused by carrying out the Interim Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Interim Superintendent as a result of the Interim Superintendent's performance of duties or position as the Interim Superintendent of the District, the Board will provide the Interim Superintendent with a legal defense to the maximum extent permitted by law so long as the Interim Superintendent acted in good faith and in a manner which the Interim Superintendent reasonably believed 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 the Interim Superintendent's conduct was unlawful.

Section 16. Physical or Mental Examination. The Interim Superintendent agrees that, at the request of the Board, the Interim Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this contract. In deference to the requirements of state and federal law, the physician's report to the Board must address whether the Interim Superintendent is able to perform the "essential functions" of the position.

Section 17. Disciplinary Action. The parties agree that the Board president may place the Interim Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Interim Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Interim Superintendent without pay, the Board president or secretary shall deliver a written notice to the Interim Superintendent advising the Interim Superintendent of the alleged reasons for the proposed action and provided the opportunity to present the Interim Superintendent's version of the facts. Within seven calendar days after receipt of such notice, the Interim Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

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 Interim Superintendent and the Board.

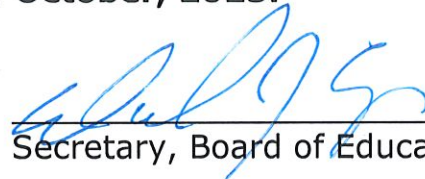
Section 20. Severability. If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 9th day of October, 2023.

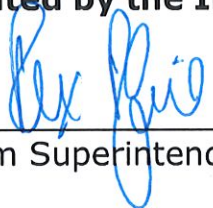


President, Board of Education



Secretary, Board of Education

Executed by the Interim Superintendent this 9th day of October, 2023.



Interim Superintendent