

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Platte County School District 0001, a/k/a Columbus Public Schools**, hereinafter referred to as “the Board,” and Dr. Chip Kay, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with actions taken by the Board as recorded in the minutes of the Board of Education meeting held on the 25th day of March, 2024, the Board hereby agrees to employ the Superintendent, and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

**1. Term of Contract.** This Contract is for a term of three (3) years beginning on the 1st day of July, 2024 and expiring on the 30th day of June, 2027. A “contract year” for purposes of this Contract shall be from July 1 to June 30. Extensions (“roll-overs”) may occur as follows:

- a. Superintendent’s Notice of Intent to Extend. The Superintendent shall, between December 15, 2024 and February 15, 2025, give the President of the Board a “Superintendent’s Notice of Intent to Extend,” which is a written notice that the Superintendent intends to extend the Contract for a period of one (1) year. In the event a Superintendent’s Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.
- b. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent’s Notice of Intent to Extend, the Board shall have until on or before March 15 each year to give the Superintendent a “Notice of Intent to Not Extend,” which is a written notice that the Board does not want to extend the Contract. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.
- c. Notice of Non-Renewal. The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give a notice of non-renewal is April 15<sup>th</sup>.

**2. Salary.** The salary for the 2024-2025 contract year shall be \$223,000. The salary for the second year of the contract (2025-2026) and for the third year of the contract (2026-2027) shall be determined prior to the beginning of those years of employment. However, the Board may reopen this negotiation dependent upon funding for the district. The annual salary shall not be less than the salary for the prior contract year in the absence of mutual agreement between the Board and the Superintendent. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. 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 entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such 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 three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

**3. Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

- A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the district and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.
  - 1. Vacation: The Superintendent shall be allowed twenty (20) working days of vacation leave each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year). This increase is based on longevity in the position and District and is not intended to influence other administrators' current contracts or future Superintendent's contracts.
  - 2. Carry-over and Accumulation of Vacation Days: Vacation is to be used during each contract year. Unused vacation may not be carried over from one leave year to the next succeeding leave year unless approved by the Board of Education under extenuating circumstances. The Board may grant an extension of unused Vacation Days dependent on the expectations of the position. Upon ending employment, unused vacation days will not be paid except to the extent required by law. If payable, unused vacation will be paid at the effective daily rate of pay (per diem based on salary only) at the time each unused vacation day first became available. There shall be no pay for unused vacation days in the event the Board determines that the Superintendent has engaged in misconduct which provides just cause for termination or cancellation.
  - 3. Sick and Personal Leave: The Superintendent shall receive sick leave and personal leave the same as is provided to certificated employees as provided in the negotiated agreement between the District and the Columbus Education Association
  - 4. Holidays (10): The following days shall be holiday days and not working days: Good Friday, Renew Monday, Memorial Day, July 4th, Labor Day, Thanksgiving and day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.
  - 5. Log: The Superintendent shall maintain a current log of used vacation and sick leave days with the Superintendent's secretary. The Superintendent will notify the Board President when vacation days are used.
- B. Health & Dental Insurance: The District will pay the Superintendent's cost of health and dental insurance for the Superintendent, the Superintendent's spouse, and children, through the district's group insurance plans. *(Equivalent to, but not exceeding, the "Family" plan)*
- C. Annual Physical: The District will pay the Superintendent's cost for an annual physical with his or her family physician.
- D. Life Insurance: The District shall provide the Superintendent with a term life insurance policy insuring the life of the Superintendent payable to the Superintendent's designated beneficiaries. The benefit amount shall be two times the Superintendent's annual salary,

rounded to the nearest hundred thousand. The life insurance company shall be the district's group provider.

- E. Vision Insurance: The district will pay the Superintendent's cost of vision insurance for the Superintendent, the Superintendent's spouse, and children, through the District's optional insurance plan.
- F. Tax-Sheltered Annuity. Beginning with the 2024-2025 school year, and each year thereafter, the District shall annually contribute to a tax sheltered annuity of the Superintendent's choice for the benefit of the Superintendent, as a non-elective contribution by the Board, the amount of \$12,000.00 per year, as permitted under and consistent with Section 403(b) of the Code and the applicable federal income tax regulations, as they currently exist and may be amended from time-to-time (See appendix A). Such annual contributions shall be made in equal monthly amounts beginning in July, 2024, and shall be in addition to the salary and other benefits specified in this Contract (and not in lieu thereof), and shall continue during the term of this Contract unless modified by mutual agreement of the parties.
- G. Meetings and Dues: The Superintendent shall attend appropriate professional meetings at the local, state and national levels, provided that such attendance does not interfere with the proper performance of the Superintendent's duties. The expenses of attendance at professional meetings, when attendance has been authorized by the Board of Education, shall be paid by the district consistent with Board policies.  
The district shall pay the annual membership dues of the Superintendent in the Nebraska Council of School Administrators and the American Association of School Administrators. Payment of dues for other professional organizations may be approved by the Board upon the Superintendent's request.
- H. Transportation Expenses: The District will pay the Superintendent a vehicle allowance of Five Hundred Dollars (\$500.00) per month for in-district travel in the performance of the Superintendent's duties in lieu of reimbursement for expenses for such travel. For purposes of determining the extent to which the vehicle allowance is taxable, if any, the Superintendent shall be responsible for maintaining documentation of the actual expenses incurred related to travel in the performance of the Superintendent's duties. For out-of-district travel, to the extent a school vehicle is not provided or is not available to the Superintendent, the Superintendent shall be reimbursed for the use of the Superintendent's personal vehicle in the performance of the Superintendent's duties at the mileage reimbursement rate established by the Department of Administrative Services under State Statute Section 81-1176 in effect at the time of the travel.
- I. Cell Phone: The District shall provide the Superintendent a monthly stipend for cell phone and service, for use in performing the Superintendent's duties.
- J. 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. This provision shall not apply to criminal proceedings against the Superintendent and shall not obligate the district beyond any applicable insurance coverage the District has available.
- K. Other Fringe Benefits: The Superintendent may be provided other benefits provided for in the negotiated agreement between the District and the Columbus Education Association negotiated agreement to the extent the Superintendent meets the conditions and eligibility

requirements for such benefits.

**4. Duties.** The Superintendent is employed as the Superintendent for the District. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects to diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

**5. Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

**6. Evaluation of the Superintendent.** The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

**7. Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to school property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable

law. Contract termination or amendment may occur for reason of a reduction in force. Suspension or other disciplinary action may be enforced by the Board President and in accordance with applicable law. 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 twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may, at its option, cancel or terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

**8. Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

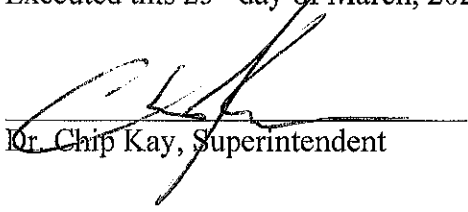
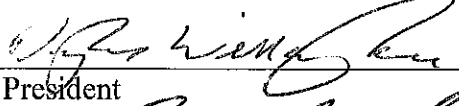
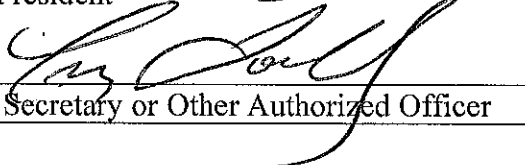
There shall be no penalty for release or resignation by the Superintendent from this Contract; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

**9. Residency.** The Superintendent shall reside within the School District's boundaries during the term of this Contract.

**10. Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

**11. Amendments & Severability.** This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before May 1, 2024 shall constitute a rejection by the Superintendent of the offer of employment.

Executed this 25 <sup>th</sup> day of March, 2024.  Mr. Chip Kay, Superintendent	Executed this 25 <sup>th</sup> day of March 2024.  Board of Education of Platte County School District No. 0001, a/k/a Columbus Public Schools  By:  President  Attest:  Secretary or Other Authorized Officer
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**EMPLOYER NON-ELECTIVE CONTRIBUTIONS**

The following provisions are applicable to all Employer Non-Elective Contributions set forth in any agreement between Columbus Public Schools (Employer) and Dr. Chester Kay (Employee).

1. **403(b) Employer Non-Elective Contribution.** In the event the Employee is eligible to receive an Employer Non-Elective Contribution, Employer shall make a Non-Elective Contribution to Employee's 403(b) account up to the applicable maximum allowable contribution limit under Section 415(c)(1) of the Internal Revenue Code for the applicable year.
2. **Employer Non-Elective Contribution in Excess of Limits.** If the Employer Non-Elective Contribution to the 403(b) plan exceeds the employee's maximum allowable contribution limit under IRC Section 415(c)(1) for the for the applicable year, Employer shall remit any excess amount as cash to the employee.
3. **403(b) Accounts.** Employer contributions shall be deposited into the 403(b) account of the Employee. As a condition precedent to receiving the Employer Non-Elective contribution as set forth above, the Employee is required to open a 403(b) account.

## Superintendent Pay Transparency Notice—Proposed Contract Dr. Chip Kay

Notice is hereby given that Columbus Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on March 25, 2024 at 5:30 PM (CDT) at the Kramer Education Center Conference Room, Columbus Nebraska.

The estimated costs to the district are listed below:

	2024-2025
<b>Base Pay for the Total FTE</b>	\$ 223,000.00
<b>Compensation for activities outside of the regular salary:</b>	
• <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>	\$ -
<b>Benefits and Payroll Costs Paid by district:</b>	
• <i>Insurances (Health, Dental, Life, Long Term Disability, Vision)</i>	\$ 28,655.00
• <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>	\$ 39,025.00
• <i>IRS value of housing allowance</i>	\$ -
• <i>IRS value of vehicle allowance</i>	\$ -
• <i>Additional leave days</i>	\$ -
• <i>Annuities - 403(b)</i>	\$ 12,000.00
• <i>Service credit purchase</i>	\$ -
• <i>Association / Membership dues</i>	\$ 1,000.00
• <i>Cell Phone/Internet reimbursement</i>	\$ 1,800.00
• <i>Relocation reimbursement</i>	\$ -
• <i>Travel allowance/reimbursement</i>	\$ -
• <i>Mileage Allowance</i>	\$ 6,000.00
• <i>Educational tuition assistance</i>	\$ -
• <i>All other benefit costs not mentioned above</i>	\$ -
<b>Totals:</b>	<b>\$ 311,480.00</b>