

## **CONTRACT OF SUPERINTENDENT EMPLOYMENT**

**THIS CONTRACT** is made by and between the Board of Education of Loomis Public Schools, legally known as Phelps County School District 69-0055, (and referred to herein as "the Board" and "the School District" respectively), and Mr. Sammy Dunn referred to herein as "Superintendent."

**WITNESSETH:** That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on March 13<sup>th</sup>, 2023, the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment, subject to the following terms and conditions:

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of one (1) year beginning on July 1, 2023, and concluding on June 30, 2024.

**Section 2. Salary.** In consideration of an annual gross salary of \$116,021.06 and of further agreements and considerations hereinafter stated, the Superintendent agrees to perform faithfully duties of the Superintendent of Schools in and for the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. Annual net salary shall be paid in equal instalments in accordance with the policy of the Board governing payment of the professional staff employed by the District. The Superintendent's salary shall not be reduced during the term of this Contract except for just and sufficient cause as authorized by law.

**Section 3. Renewal of Contract.** If the Board does not approve a motion on or before its regular board meeting in December of each year to initiate consideration of possible nonrenewal or amendment, including a change to this section regarding contract renewal, this contract will automatically be extended for one year from the ending date set forth in Section 1 and from any subsequent, extended ending date.

**Section 4. Superintendent's Obligation to Remind.** The Superintendent shall remind the Board in writing of the terms of the preceding section on or before November 1, 2023 and on or before November 1<sup>st</sup> of any succeeding year of employment. The failure to issue such a reminder shall constitute a material breach of this contract.

**Section 5. Statutory Status; Renewal of Contract.** The Superintendent Dunn became superintendent after serving as a probationary principal. He shall all the statutory rights and protections afforded to a

superintendent of schools but his years of employment as a principal shall not create or contribute to tenured status for him in his continued employment.

**Section 6. 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 Superintendent 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) intemperance; (k) conviction of a felony; or (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation or amendment shall be in accordance with state statutes.

**Section 7. Professional Status.** The Superintendent affirms that he is not under contract with any other board of education covering any part or all of the term of this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in the school district's central administrative office.

**Section 8. Superintendent's Duties.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. He is subject to the direction and control of the Board at all times and shall devote his time, skill, labor and attention to his duties throughout the contract term. He is the chief administrative officer for the district and is responsible for implementing Board policy, organizing the administrative and supervisory staff, and selecting, placing, and transferring personnel with the concurrence of the Board. He is responsible for administering the instruction of students and conducting the business affairs of the School District. With the approval of the Board, he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with his ability or opportunity to carry out his duties and obligations to the District.

**Section 9. Board's Duties.** The Board is responsible for formulating and adopting policy. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

**Section 10. Evaluation.** The Board shall evaluate the Superintendent at least once each year of his employment. On or before the regular December meeting each year, the Board shall devote a portion of a meeting or an entire meeting to a discussion of the Superintendent's performance of his duties and working relationship with the Board.

**Section 11. Superintendent's Obligation to Remind Re Evaluation.** The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used. The failure to issue such a reminder shall constitute a material breach of this contract.

**Section 12. Residence/Domicile in School District.** The Superintendent shall have his domicile and principle 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 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. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his domicile and principle 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 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 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 to thus be less likely to be considered isolated from the community in which he is the educational leader.

**Section 12. Disability.** If the Superintendent is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for more than forty (40) days, or if the disability is permanent, irreparable, or of such a nature as to make performance of his 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 exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the district.

**Section 13. Transportation.** The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the state reimbursement rate.

**Section 14. Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

- a. Health Insurance.** The Board shall provide to the Superintendent family health insurance which is equivalent or superior to coverage which is provided by the Board pursuant to the negotiated agreement between it and the Loomis Education Association.
- b. Dental Insurance.** The Board shall provide to the Superintendent single dental insurance which is equivalent or superior to coverage which is provided by the Board pursuant to the negotiated agreement between it and the Loomis Education Association.
- c. Disability Insurance.** The District shall provide and pay the premium for disability insurance for the Superintendent which covers his net salary.
- d. Sick Leave.** The Superintendent shall be entitled to twelve (12) days of sick leave each Contract Year. Sick leave days may be used by the Superintendent on days which the Superintendent is unable to perform his duties because he is sick. Unused sick leave may be carried over from Contract Year to Contract Year. If the Superintendent carries forward any sick leave days to any Contract Year, the number of sick leave days he shall be awarded in such Contract Year shall be the lesser of (a) twelve (12) days and (b) the number of days which will bring the Superintendent's accumulated unused sick leave days to sixty (60). In no case shall the Superintendent accumulate more than sixty (60) days of unused sick leave. The Superintendent shall maintain, and keep current, a record of his sick leave which the Superintendent shall make available to the Board at the July Board meeting of each year during the term of this Contract and upon the Board's request. At the conclusion of the Superintendent's employment with the district, the Superintendent shall not be entitled to any compensation for unused sick leave days.

**e. Vacation Days.** The Superintendent shall be given fifteen (15) vacation days per contract year up to a maximum accumulation of sixty days. If the Superintendent carries forward any vacation leave days to any Contract Year, the Number of vacation leave days he shall be awarded in such Contract Year shall be the lesser of (a) fifteen (15) days and (b) the number of days which will bring the Superintendent's accumulated unused vacation leave days to fifteen (15). In no case shall the Superintendent accumulate more than fifteen (15) days of unused vacation leave. When he terminated his employment, the District will pay him \$60 per unused day accumulated. The Superintendent shall institute a system which accounts for vacation days and will report to the Board each six months on the number of such days he used and the number that remain to be used.

**f. Professional Development.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, he may attend appropriate professional meetings at the local, state and regional levels. The Board must approve attendance at all out-of-state conferences and it will pay valid expenses of as much as \$1,500 for him to attend a national conference. It may approve expenses in a greater amount by a vote of a majority of its members.

**g. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in the Nebraska and National Associations of School Administrators.

**h. Professional Publications.** The District will pay the annual subscription fees for the following professional publications:

**Section 15. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The School District shall withhold other deductions as the Superintendent and Board agree.

**Section 16. Right to Resign; No Penalty for Release or Resignation.** Upon giving written notice to the secretary of the Board on or before January 1<sup>st</sup> of each contract year, the Superintendent may resign

from employment effective June 30<sup>th</sup> of that year for any reason and be released from his contractual obligation without penalty, financial or otherwise.

**Section 16. Compensation upon Termination and Credit for Accrued Vacation.** 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 Superintendent shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this contract.

**Section 17. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by him carrying out his duties properly. If the Superintendent is threatened with legal action, including a complaint to the Nebraska Commissioner of Education, or if such an action is filed as a result of his performance of his duties or his position as Superintendent, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he 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 his conduct was unlawful.

**Section 18. Physical or Mental Examination.** The Board may require the Superintendent to undergo a physical or mental examination by a physician and/or psychologist of the Board's choosing. In deference to the requirements of the Americans with Disabilities Act and HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his position.

**Section 19. 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 20. Amendments to be in Writing.** This contract may be modified or amended only in writing that is duly authorized and executed by the Board and the Superintendent.

**Section 21. Severability.** If any portion of this contract should be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of the contract.

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

**Executed by the Board this 13th day of March, 2023.**

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**President, Board of Education  
Allan Meyer**

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**Secretary, Board of Education  
Duane Schoff**

**Executed by Superintendent Dunn this 13th day of March, 2023.**

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**Sam Dunn, Superintendent**