

Perkins County Schools  
740 Sherman Ave., Box 829  
Grant, NE 69140

THIS CONTRACT is made by and between the Board of Education of Perkins County Schools, Perkins County School District, hereinafter referred to as "The Board", and \_\_\_\_\_ Phillip Picquet \_\_\_\_\_ hereinafter referred to as "the Superintendent".

WITNESSETH: In accordance with action taken by the Board as recorded in the minutes of the Board meeting held on \_\_\_\_\_ March 20 \_\_\_\_\_, 2017 the Board hereby agrees to employ the Superintendent and the Superintendent hereby agrees to accept such employment subject to the terms and conditions set forth below.

**Sections 1. Term of Contract.** The Superintendent shall be employed for a period of two years, beginning on July 1, 2017 and expiring on June 30, 2019. Reference in this contract to "contract year" shall mean the period of July through June 30 and shall consist of all days except Saturdays, Sundays, Legal Holidays, and days that coincide with the NSAA designated moratorium. If a Board representative does not inform the Superintendent in writing on or before the 31<sup>st</sup> day of December of the Board's intention to consider the nonrenewal of this contract or the termination of the automatic renewal provision of this paragraph, the contract will automatically renew for a period of one year from and after the expiration date in this section or the expiration date of any subsequent renewal. The Superintendent shall remind the Board in writing of this provision on or before December 1, 2017 and on or before December 1<sup>st</sup> of any succeeding year or employment.

**Section 2. Salary.** In consideration of the annual salary of 128,961.00 for the contract year beginning on July 1, 2017 and salary to be negotiated for the contract year beginning on July 1, 2017 and of the further agreements and considerations hereinafter stated, the Superintendent agrees to perform his duties faithfully 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. Said salary shall be paid in twelve equal monthly installments. Notwithstanding any other provision of this Contract, the Board retains the right (1) to adjust the Superintendent's annual salary upward and (2) to pay such sums in addition to the amount of the Superintendent's salary set forth above during the term of this Contract as it shall deem appropriate without such adjustments in addition to salary constituting a new contract or extending the length of this Contract. The Superintendent's salary specified in this paragraph and fringe benefits shall not be reduced during the term of this Contract.

**Section 3. Professional Status.** The Superintendent hereby affirms that he is not under contract with another school board of education covering any part of or all of the same terms provided in this contract and that throughout said term of this Contract he will hold an appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, which certificate shall be registered in the District's administrative office as required by law.

**Section 4. Superintendent's Duties.** Subject to the approval of the Board, the Superintendent shall be responsible for organizing, reorganizing and managing the administrative and supervisory staff of the district in a manner which best serves the schools of the District. The administration of instruction and business affairs shall be vested in the Superintendent and administered by him with the assistance of his staff. The Superintendent shall have responsibility for selecting, placing, and transferring personnel, and for initiating all personnel matters that require action by the Board, including making recommendations to the Board concerning the termination or discharge of any personnel. The Superintendent agrees to devote his time, skill, labor and attention to his duties as Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreements with the board, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

**Section 5. Board-Superintendent Relationship.** The board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer of the District and shall be primarily responsible for implementing Board policy. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other party. The Board members, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called to its attention to the Superintendent for action, study and/or recommendation, as appropriate

**Section 6. Cancellation Mid-Contract.** This contract may be cancelled at any time by a majority of the members of the Board for just cause and pursuant to statutory procedures governing the cancellation of a certified employee's employment. "Just Cause" shall mean:

- (a) incompetence;
- (b) neglect of duty;
- (c) unprofessional conduct;
- (d) insubordination in not enforcing Board actions and/or policies;
- (e) immorality;
- (f) physical or mental incapacity, which shall mean the inability to perform the duties of Superintendent of Schools by reason of mental or physical illness, accident or other cause beyond the Superintendent's control, which inability is determined to be permanent by two (2) physicians selected by the Board;
- (g) other conduct that interferes substantially with the continued performance of duties including, but not limited to, intemperance, cruelty, or conviction of a felony;
- (h) any breach of material terms of this Contract by the Superintendent; and
- (i) the cancellation, termination, revocation or suspension of any certificate required by the State of Nebraska for a person serving as the District's Superintendent of Schools.

**Section 7. Transportation.** The Board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him for such transportation at the mileage rate approved by the board.

**Sections 8. Professional Development.** With prior approval of the Board, the Superintendent shall continue his professional development by attending appropriate professional meetings at the local, state, and national levels.

**Section 9. Annual Vacation.** The Board shall give the Superintendent 20 vacation days for the 2017-2018 contract year which he may use at times he chooses so long as his absence does not interfere with the proper performance of his duties. During any subsequent year, the Board shall give the Superintendent up to 20 days to bring his total accumulation to no more than 20 days. The Superintendent shall develop a system for recording his use of vacation days and shall keep such records current and on file in the District's central office. Annually, at the Board's regularly scheduled August and February meetings, and at other times upon the Board's request, the Superintendent shall report to the Board on the number of vacation days he has used and the number of days that remain accrued. The Board may require the Superintendent to use his vacation days. The same Annual Vacation guidelines and language will apply to the 2018-2019 contract year.

**Section 10. Leave of Absence.** In consideration as follows:

**Sick Leave:** Thirteen contract days accredited at the beginning of each school year, cumulative to a maximum sick leave of forty days. The total number of sick days available to the Superintendent will be documented on monthly paycheck stubs. Maternity and paternity leave will be treated as personal illness. Further leave will be deducted at the ration of days absent bears to days times the salary of the Superintendent.

**Bereavement Leave:** Superintendent shall be allowed up to two days per year for death of immediate family,

1. Immediate family shall include spouse, own children, brother, sister, father or mother of either employee or spouse.
2. Any leave taken for non-family bereavement shall be deducted from sick leave.

**Professional Leave:** With the Board's approval, the superintendent shall continue professional development by attending appropriate professional meetings at the local, state, and national levels.

**Personal Leave:** Three days of personal leave, which have been approved by the board will be granted to the Superintendent. During any subsequent year, the Superintendent shall receive up to three personal days to bring his total accumulation to no more than three days.

**Emergency Leave:** Paid emergency leave (1 day) is available to attend to an emergency that is impossible to schedule during non-duty time, which cannot be performed by someone else and which is not authorized under other leave provisions. The type of circumstances eligible for emergency leave are:

- Legal arrangement related to immediate family of the employee
- Compliance with a court summons other than for the Superintendent's own personal matter, or matters in which the Superintendent is supporting a relative or friend.
- Transactions of serious personal business.
- Necessary extension of bereavement leave.

**Section 11. Additional Benefits.** The Superintendent shall receive the following additional benefits:

- (a) Full family health insurance coverage through Educators Health Alliance and dental coverage.

**Section 12. No Penalty for Release of Resignation.** There shall be no penalty for release or resignation by the Superintendent from this Contract; provided, no resignation shall become effective before the expiration date of this Contract unless it is accepted by the Board which 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 fractions thereof to the date of such termination bears to the twelve months in the annual salary paid but not earned prior to the date of termination of this Contract shall be refunded by the Superintendent.

**Section 14. Governing Laws.** The parties shall be governed by all applicable state federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

**Section 15. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

**Section 16. Severability.** 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 or the remaining provision of this Contract.

**Section 17. Indemnification Clause.** The District shall include the Superintendent as a named insured in its liability and errors and omissions insurance policies. To the full extent permitted by law, the District shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal

proceedings brought against him in his individual capacity or in his official capacity as an agent and/or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that he was acting) within the scope of his employment as the Superintendent of the District.

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

Executed by the board this 20th day of March                      2017.

\_\_\_\_\_  
Secretary, Perkins County Schools

\_\_\_\_\_  
President, Perkins County Schools

Executed by the Superintendent this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Phillip Picquet