

STANTON COMMUNITY SCHOOL DISTRICT
Stanton County, Stanton, Nebraska
ADMINISTRATIVE (SUPERINTENDENT) CONTRACT

THIS CONTRACT is made by and between the Board of Education of Stanton County School District 84-0003, a/k/a Stanton Community School District, hereinafter referred to as “the board” and **Darren Soucie** hereinafter referred to as “the Superintendent”.

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the **8th day of March 2021**, 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.

- A. Initial Term.** The Superintendent shall be employed for a period of two (2) years, beginning on the 1st day of July 2021, and ending on the 30th day of June 2023. References in this Contract to “contract year” shall mean the period of July 1 to June 30.
- B. Automatic Extensions.** Effective on the 5th day of January of each year, this Contract shall be automatically extended for one (1) additional year beyond the initial term, or one (1) additional year beyond the end of any extended term, whichever is later. To prevent such automatic extension, the Board must give notice to the Superintendent, or the Superintendent must give notice to the Board, in writing, and prior to the 5th day of January of each year, of an intent to not extend the Contract for an additional year. Notice by the Board of such intent must be given pursuant to official approved Board action. Notice by the Superintendent of such intent must be given to the Board President. The Superintendent is obligated to remind the Board of the renewal/non-renewal provisions each year in December.

Section 2. Salary.

- A. Base Salary for Initial Term.** The base annual salary shall be: **\$137,000.00**
- B. Base Salary for Extended Terms.** The Superintendent's base salary for any renewal or extension periods shall be set by mutual agreement of the Superintendent and the Board, but shall in no event be less than the annual salary for the immediately preceding contract year.
- C. Payment of Base Salary and Adjustments.** The base annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the District. Salary payments shall be subject to state and federal withholding required by law, including without limitation FICA, FUTA, Medicare, and state or federal unemployment contributions. The Board retains the right to adjust the Superintendent's annual base salary upward during the term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Superintendent's salary shall not be reduced during the term of this Contract.
- D. Payment of Base Salary Upon Cancellation.** Upon lawful cancellation or non-renewal of this Contract, the Superintendent shall be paid an amount equal to the annual base salary for the contract year in which the cancellation or non-renewal is effective, multiplied by the following fractions: (1) a numerator equal to the number of months or fraction thereof which have expired in the contract year in which such cancellation or non-renewal is effective, over (2) a denominator equal to twelve months. Should this Contract be cancelled, the Superintendent shall not be entitled to any incentive bonus payment that has not been approved by the Board of Education prior the date of the delivery of the notice that the Board of Education is considering the cancellation, or non-renewal of the superintendent's contract.

- E. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The 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 Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the district during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the district. The school district shall withhold other deductions as the Superintendent and Board may agree.
- F. Superintendent Pay Transparency Act.** On an annual basis, the Superintendent shall be responsible for taking all necessary steps to ensure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. Leaves and Other Fringe Benefits.

- A. Leaves.** 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 the Superintendent would otherwise be expected to be at work.
1. **Vacation.** The Superintendent shall be allowed twenty (20) working days of vacation leave during each contract year. Vacations shall not be taken at times that would interfere with the Superintendent's attendance at regularly rescheduled 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).
 2. **Carry-over and Accumulation of Vacation Days.** The maximum number of unused days the Superintendent will be allowed to carry over from one contract year to the next shall be twenty (20) vacation days. Once the maximum is accumulated, no further vacation days, as applicable, will be available or granted for the ensuing leave year or years until the accumulated number of days is less than the applicable maximum, and then only to the extent necessary to restore the total number of available vacation days to the applicable maximum. Upon ending employment, unused vacation days available in the final contract year will be paid at the effective daily rate of pay at the time the unused vacation day first became available.
 3. **Sick and Bereavement Days.** The Superintendent shall be allowed ten (10) working days of sick and bereavement leave during each contract year. The Superintendent must receive prior approval from the Board President to take bereavement leave at a time when such bereavement leave 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).
 4. **Carry-over and Accumulation of Sick Days.** Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of forty (40) sick leave 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 forty (40), and then only to the extent necessary to restore the total number of available sick leave days to the maximum of forty (40) days. There shall be no pay for unused sick leave either during or upon ending employment.
 5. **Holidays.** The following days shall be holiday days and not working days: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.
 6. **Log.** The Superintendent shall maintain a current log of used vacation, sick, and bereavement leave days with the Superintendent's secretary.

B. Other Fringe Benefits. The Superintendent shall be provided the following additional benefits:

1. **Health and Dental Insurance.** The District shall pay for family health and single dental insurance for which the Superintendent is qualified under the District's group insurance plan, with coverage equal to that provided to teacher.
2. **Term Life Insurance.** The Superintendent shall be provided basic term life insurance in the amount equivalent to the Superintendent's base salary.
3. **Disability Insurance.** The Superintendent may elect to enroll in the District's group long term disability insurance program at the Superintendent's expense.
4. **Retirement Plan.** The Superintendent may elect to designate part of the Superintendent's annual salary to be invested in a tax-exempt deferred income retirement plan of his/her choice.
5. **Tuition.** The board agrees to reimburse the Superintendent for tuition using the following guidelines: 1) the Superintendent must receive board approval in advance of any course that the superintendent requests to receive reimbursement and 2) the board reserves the right to reject any request for tuition reimbursement if the board determines that the request is not in the best interests of the district.
6. **Transportation.** The board shall provide the Superintendent with transportation required in the performance of his official duties or shall reimburse him/her for such transportation at the maximum rate permitted by the Nebraska Department of Administrative Services. The Superintendent must use a district vehicle, if available, before using his/her own personal vehicle for reimbursement.
7. **Health Examinations.** The Superintendent shall be provided a comprehensive medical examination in each contract year at the cost of the Board. To be reimbursed for such medical examination, the Superintendent shall provide the Board President with statement from the physician certifying to the physical competency of the Superintendent to perform the essential functions of the Superintendent's position. Such statement shall be placed in a separate medical personnel file, and remain confidential as and to the extent permitted by law.
8. **Physical or Mental Examination.** The Superintendent agrees that, at the request of the Board, he/she 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 the Americans with Disabilities Act and HIPA, the physician's report to the Board must address whether the Superintendent is able to perform the 'essential functions' of his/her position.
9. **Disability.** If the Superintendent is unable to perform his/her duties by reason of illness, accident or other disability beyond his/her control, and the disability continues for a period of more than thirty (30) days, or if the disability is permanent, irreparable, or of such nature as to make performance of his/her 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 except of any benefits to be paid to the Superintendent under any insurance coverage furnished by the district.
10. **Professional Meetings.** The Superintendent shall attend appropriate professional meeting at the local, state, and national level, and such attendance shall not be taken against the Superintendent's allowable leave days. Such attendance shall be scheduled so as to not interfere with the proper performance of the Superintendent duties as Superintendent. The expenses of attendance shall be paid by the Board of Education, as and to the extent permitted by law and Board policy. The Board shall and does approve expenses for attendance at state and national administrators' conferences. The Superintendent's membership in professional associations shall be paid by the District in accordance with Board policy up to six hundred dollars (\$600.00).
11. **Legal Actions.** In the event of any legal actions are threatened or filed against the Superintendent as a result of the performance of duties under this Contract, or the Superintendent's position as Superintendent of the School District, including professional practice complaints against the Superintendent, the Board shall provide a legal defense to the Superintendent, to the maximum extent permitted by law.

Section 4. Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to act as a Superintendent of Schools in the State of Nebraska shall be registered as required by law, 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. It is further agreed that 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.

Section 5. Performance of Duties.

- A. Use of Time.** The Superintendent shall faithfully perform the duties of the Superintendent of Schools in and of the District as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder. The Superintendent agrees to devote the Superintendent's full time, skill, labor, and attention to the performance of the duties of the Superintendent of Schools throughout the term of this Contract; provided, however, the Superintendent, by agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing, or to other professional duties and obligations so long as such other work is not inconsistent with the Superintendent's duties and obligations to the Board. Regular, dependable attendance is an essential function of the Superintendent's duties.
- B. Specification of Duties.** The duties of the Superintendent shall be as prescribed in the Board of Education Policy Manual or as otherwise directed by a majority of the Board. The Superintendent shall not be responsible for performance of duties assigned by individual members of the Board of Education, or duties assigned without official action of the Board of Education, except as specifically set forth in the Board of Education Policy Manual.
- C. Board-Superintendent Relationship.** The Board shall have primary responsibility of formulating and adopting Board policy. The Superintendent shall be the chief administrative officer of the District, and shall have primary responsibility of 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.
- D. 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.

Section 6. Residency. The Superintendent shall reside within the School District during the term of this contract.

Section 7. 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'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 Superintendent's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 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 school district

records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's 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 or 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.

Section 8. Contract Enforceability.

- A. Applicable Law.** 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. This Contract shall be interpreted under the laws of the State of Nebraska.
- B. Amendments.** This Contract maybe modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.
- C. Severability.** If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declarations shall not affect the validity or enforceability 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 _____ day of _____, 2021

STANTON COUNTY SCHOOL DISTRICT 84-0003,
A/K/A STANTON COMMUNITY SCHOOL DISTRICT

By: _____
President, Board of Education

Secretary, Board of Education

EXECUTED BY THE SUPERINTENDENT

this _____ day of _____, 2021

Superintendent