

**CONTRACT OF SUPERINTENDENT EMPLOYMENT
CEDAR COUNTY SCHOOL DISTRICT 14-0045
A.K.A. RANDOLPH PUBLIC SCHOOLS**

THIS CONTRACT is made by and between the Board of Education of Randolph Public Schools, Cedar County School District No. 14-0045, hereinafter referred to as "the Board", and **Daryl Schrunck**, 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 **December 12, 2022**, 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 two (2) years, beginning on the 1st day of July, **2023** and expiring on the 30th day of June, **2025**.

Section 2. Renewal of Contract.

- a. **Superintendent's Notice of Intent to Extend.** The Superintendent shall, prior to December 1 of the contract's last year, 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 two (2) years. 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 the day following the regular Board meeting in December of the contract's last 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.
- c. **Notice of Non-Renewal.** The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give notice of non-renewal is, by law, April 15th.

Section 3. Salary. The annual gross salary for the 2023-24 contract year shall be **\$142,500**. The annual gross salary for any subsequent year of this Contract will be set by the Board by the January Board Meeting 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 installments in accordance with the policy of the Board governing payment of the professional staff employees of 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 4. Professional Status. The Superintendent hereby affirms that he is not under contract with another school board or board of education covering any part of or all of the same term provided in this contract. The Superintendent further affirms that throughout the term of this contract, he will hold a valid and appropriate certificate to act as a Superintendent of Schools in the State of Nebraska, and such certificate shall be registered in the office of Cedar County School District No. 14-0045, a.k.a. Randolph Public Schools.

Section 5. Superintendent's Duties. The duties of the Superintendent shall be as prescribed in the BOARD OF EDUCATION POLICY MANUAL, which duties are incorporated by reference into this contract as if set forth verbatim herein. 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 agreement with the Board, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations. The duties of the Superintendent as set forth in the BOARD OF EDUCATION POLICY MANUAL shall not be substantially changed during the continuance of this Contract without the consent of the Superintendent by amendment to this Contract as provided in Section 16 hereof.

Section 6. 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 parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to their attention to the Superintendent for action, study or recommendation, as appropriate.

Section 7. Cancellation or Mid-Term Amendment. The Contract of the Superintendent may be cancelled or amended by a majority of the members of the School Board during the term of the contract for any of the following reasons: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; or (j) any other conduct or condition that substantially interferes with the continued performance of the Superintendent's duties. The procedures for cancellation during the term of this contract shall be in accordance with the applicable *Nebraska Revised Statutes*.

Section 8. 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 sixty (60) 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 the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

Section 9. 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 state reimbursement rate.

Section 10. Fringe Benefits.

- a. **Health Insurance.** The Board shall provide to the Superintendent family health insurance.
- b. **Dental Insurance.** The Board shall provide to the Superintendent family dental insurance.
- c. **Life Insurance.** The Board shall provide to the Superintendent term life insurance in the same amount as offered to Certified Staff.
- d. **Sick Leave.** The Superintendent shall have ten (10) days of paid sick leave for 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, or to care for immediate family members who are sick. Immediate family includes grandchildren, children or foster-children, spouse, parents or parents-in-law. Unused sick leave may be carried over from Contract Year to Contract Year. In no case shall the Superintendent accumulate more than forty-five (45) 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.
- e. **Bereavement Leave.** Five (5) days of bereavement leave for the death of a family member will be allowed annually. Family, as defined for the purpose of this policy, will include: Spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, brother, sister, aunt, uncle and the spouse or child of any of these.
- 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, regional

and national level; and the Board will pay for valid expenses of attendance.

- g. Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: Nebraska Council of School Administrators.
- h. Professional Publications.** The school district will pay the annual subscription fees for the following publications: School Administrator, Educational Leadership.
- i. Disability Insurance.** The Board shall provide to the Superintendent disability insurance, to include STD, LTD, and AD&D.
- j. Vacation Leave.** The Superintendent shall be given up to twenty (20) vacation days for each 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. 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. After the initial Contract Year, the Board shall give the Superintendent the number of days necessary to restore his total to twenty (20) days. For example, if he uses 12 days of vacation one year, he will carry over the 8 unused days and the board will provide him with 12 days the following year to bring his total to 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. The Superintendent shall keep complete and accurate records of his vacation days and shall provide the Board of Education with a report of his accumulated vacation days at least quarterly and upon request by the Board. The Board may require him to use his vacation days, and the Board shall compensate him for unused vacation days upon the conclusion of his employment at the then-current daily rate for substitute teachers during his last Contract Year.
- k. Holidays.** Holidays include Independence Day, Labor Day, Thanksgiving and the following Friday, Christmas Eve, Christmas Day, New Year's Day, Good Friday and Memorial Day.

Section 11. 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 may agree.

Section 12. No penalty for Release or Resignation. 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 contract unless accepted by the Board, and the Board shall fix the time 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 period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, shall be refunded by the Superintendent.

Section 14. Evaluation. The Board shall evaluate the Superintendent twice during his first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the regular November meeting. The Superintendent shall remind the Board members in writing of this provision no later than the regular October meeting, and shall make his evaluation an agenda item for the regular November Board meeting during each year of the contract. During the first year of employment, the second evaluation shall occur no later than the regular May meeting. The

Superintendent shall remind the Board members in writing of this provision no later than the regular April meeting and shall make his evaluation an agenda item for the regular May Board meeting the first year of the contract. The Superintendent shall provide the Board members with the written evaluation instrument to be used.

Section 15. Legal Actions. If any legal action, including but not limited to a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's good faith performance of his duties for the Board, the Board shall pay the expenses of defending such legal action to the maximum extent permitted by law. Notwithstanding anything herein to the contrary, this section shall not apply to legal actions, including, but not limited to professional practice complaints, initiated by the Board against the Superintendent.

Section 16. Physical or Mental Examination. The Board shall have the authority to 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. The District shall pay the cost of such physical examination and physician's report not covered by the Superintendent health insurance.

Section 17. Residency. The Superintendent shall reside within the Randolph Public School District during the term of this contract.

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 Superintendent and the Board.

Section 20. 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 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 12th day of December, 2022.


Secretary, Board of Education


President, Board of Education

Executed by the Superintendent this 12 day of December, 2022.


Superintendent