

BELMOND-KLEMMER COMMUNITY SCHOOL DISTRICT
2024 – 2026 (2-year)
SUPERINTENDENT CONTRACT

NOW, THEREFORE, this Contract is entered into between the Belmond-Klemme Community School District (hereinafter District) and Jennifer Peter (hereinafter Superintendent).

The purpose of this Contract is for the Belmond-Klemme Community School District to employ the services of Jennifer Peter in the capacity of Superintendent of Schools.

IT IS HEREBY AGREED, by and between the parties hereto, as follows:

1. Term:

This Contract shall become effective July 1, 2024, and shall end on June 30, 2026. During the term of this Contract, two hundred sixty (260) days each year shall be considered days of service on which Superintendent performs professional duties; however, the exact work schedule shall be determined by the District's Board of Directors in conjunction with Superintendent. Deductions for absences for which pay is not allowed shall be made in an amount equal to the pay for one day of service for each day of absence.

In addition, to assist with transition of the superintendent position, Peter shall work five (5) days in a consulting capacity and be paid a per diem rate of \$623.08.

2. Certification:

During the term on this Contract, Superintendent shall maintain a valid and appropriate certification pursuant to the laws of the State of Iowa to act as a Superintendent of Schools.

3. Job Responsibilities:

- a. Superintendent shall perform the duties of the Superintendent of Schools and as executive officer for the Belmond-Klemme Community School District pursuant to the laws of the State of Iowa, and pursuant to the policies, rules, and regulations of the District's Board of Directors.
- b. Superintendent agrees to diligently and in good faith devote expertise, time, skill, and ability in carrying out responsibilities under this Contract.
- c. Superintendent's job description shall be based upon the District's Superintendent Job Description and be a part of this Contract and the same is incorporated herein as if set out verbatim.

4. Powers and Duties:

- a. Superintendent shall have the right and responsibility to organize, reorganize, and manage the District's staff, subject to the Board's oversight. Superintendent shall, to the best of Superintendent's ability, secure capable and qualified candidates for various positions, who may be recommended to the Board for employment.
- b. Superintendent shall be the executive officer of the Board and accordingly shall have such powers and duties as prescribed by Iowa Code Section 279.20 or the Board of Directors.

- c. The Board, individually and collectively, shall refer matters to Superintendent for study and recommendation; however, this shall not prevent the Board, collectively, from taking immediate action on matters before the Board if the Board sees fit.

5. Salary:

- a. In consideration for services provided pursuant to this Contract, Superintendent shall be paid a salary of One Hundred Sixty Two Thousand dollars and 00/100 (\$162,000.00), which would be Six Hundred Twenty Three dollars and 08/100 (\$623.08) per day.
- b. Superintendent's annual salary is to be paid in twenty-four equal installments of Six Thousand Seven Hundred Fifty dollars and 00/100 (\$6,750.00) on or about the 15th and 30th days of each calendar month for a period of twelve (12) months; the first payment to be made in July 2024.
- c. Superintendent's annual salary and vacation days for the 2025-2026 school year to be negotiated and agreed upon no later than May 15, 2024.
- d. If the Superintendent is lawfully discharged for cause during this Contract, there will be no liability for the remaining terms of the Contract, including, but not limited to, salary and additional benefit obligations set forth herein. In such an event, the final salary settlement shall be made so that the total amount received shall be an amount equal to the product of the actual number of days of service multiplied by the amount of pay for one day of service.

6. Benefits:

- a. Superintendent shall be granted fifteen (15) days of paid sick leave per year, which may be accumulated to a total of one hundred five (105) days and will be credited at the beginning of the contract.
- b. Superintendent shall be granted four (4) days of paid family sick leave per year.
- c. Superintendent shall be granted three (3) personal days per year.
- d. Superintendent shall be granted twenty (20) days of vacation, exclusive of paid holidays. Vacation time may be used during the year, subject to Board approval. Unused vacation must be taken within six (6) months of the end of the Contract year in which it was earned.
- e. Superintendent shall be granted the same paid holidays as classified staff as determined by the Board of Directors:
 - i. New Year's Day,
 - ii. Good Friday,
 - iii. Memorial Day,
 - iv. Independence Day,
 - v. Labor Day,
 - vi. Thanksgiving Day,
 - vii. The Friday after Thanksgiving,
 - viii. The Day of Christmas Eve,
 - ix. Christmas Day, and
 - x. The Day of New Year's Eve.
- f. The District shall provide fully-paid single-plus-one or full family health and dental coverage (single-plus-one can also be converted to paid full family upon an appropriate qualifying event) on the same insurance plan as is provided to other administrators in the District.

- g. To offset some of the cost of the district's high-deductible health insurance plan, the District shall pay a stipend of \$233.33 each pay period into a health savings account (H.S.A.) for Superintendent.
- h. The District shall provide a fully paid \$100,000 Term Life Insurance Policy for Superintendent.
- i. The District shall provide, at its own expense, long-term disability insurance for Superintendent under the District's group long-term disability insurance plan.
- j. Superintendent may have an annuity, but it shall be paid for by Superintendent through salary deductions.

7. Travel and Moving Expenses:

- a. Superintendent shall be reimbursed at \$0.40 per mile for use of a personal vehicle for school business travel during the duration of this contract.
- b. Superintendent agrees to move within the District by July 1, 2024.
- c. The District agrees to reimburse Superintendent up to \$2,500 in moving expenses. Expenses must be submitted to the District by June 30, 2026 and be supported by valid and itemized receipts for moving expenses.

8. Professional Improvement:

- a. Superintendent shall attend appropriate local meetings and, with prior Board approval, state and national professional meetings at the District's expense.
- b. The District shall pay all legally valid expenses for Superintendent's attendance at one national professional development conference per year, not to exceed \$4,000 per year.

9. Performance Review:

- a. The Board shall provide the Superintendent with periodic opportunities, at reasonable times set by mutual agreement, to discuss the Superintendent/Board relationship and shall inform Superintendent of any concerns as perceived by the Board. On or before May 15 of each contract year the Board shall complete an evaluation of the Superintendent's performance to consider the issuance of an extended contract and any relevant salary to be paid out in any remaining or extended term. The evaluation form and procedures will be adopted by the Board following a review and discussion with the Superintendent.

10. Defend and Hold Harmless:

- a. To the extent allowable by Iowa Code 670.8, the District agrees it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual or official capacity, provided that the incident or event prompting such action arose while the Superintendent was acting within the scope of employment.

11. Termination:

- a. This Contract may be terminated upon a majority vote of the members of the Board, and in accordance with the applicable provisions of Iowa Code Sections 279.24 and 279.25.

12. Contract Invalid:

This Contract shall be invalid if any of the following occur:

- a. A pre-employment background check reveals that Superintendent has a history of criminal activities and/or conduct that could be considered unprofessional;
- b. Superintendent is under contract with another board of directors in this or another state for the same period of time until such contract is released or terminated by its provisions.

13. Contract Changes:

This Contract may not be extended, modified, or terminated except by the mutual written agreement of all the parties hereto. The parties agree on an annual basis, and before May 1, to meet and review the terms of Contract and determine any changes that may be mutually agreeable to the parties.

14. Recovery if Error:

In the event of error, the District shall be entitled to recover any overpayment to the Superintendent and make any necessary corrections for underpayment to Superintendent related to this Contract.

15. Governing Law:

This Contract shall be governed by and construed in accordance with Iowa law. If it is found that a specific provision of this Contract is illegal under applicable law, the remainder of the Contract not affected thereby shall remain in full force and effect.

16. Effective Date:

This Contract shall become effective on the date that it is in the hands of the Board bearing the signatures of said Superintendent and the President of the Board (after authorization for such signature by the President is given by the Board) and shall be filed with the Board Secretary before the Superintendent enters upon performance of the contract.

IN WITNESS WHEREOF, the parties being duly authorized by law, and Superintendent, on his or her behalf, have caused this Contract to be executed, on the day below written.

Jennifer Peter, Superintendent

DATED this ____ day of _____ 2024.

Gary Berkland, President
Board of Directors, Belmond-Klemme Community School District

DATED this ____ day of _____ 2024.