CONTRACT FOR SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of Lancaster County School District 0001, a/k/a Lincoln Public Schools ("District" or "School District") and John Skretta ("Skretta" or "Superintendent"), (collectively the parties").

WITNESSETH:

WHEREAS, the Superintendent is currently employed and assigned by the District as an interim Superintendent through June 30, 2026; and

WHEREAS, the Board of Education wishes to remove the interim title and to employ and Contract with Skretta as the full-time Superintendent of the District; and

WHEREAS, Skretta wishes to accept the full-time Superintendent position with the District; and

WHEREAS, John Skretta withdraws his previous resignation and wishes to accept the full-time position under the terms of this Contract as Superintendent of the District; and

WHEREAS, the District and Superintendent mutually agree that this Contract supersedes all previous contracts, agreements, resignations or actions by the parties with respect to Skretta's employment with the District and that all previous contracts, agreements, resignations or actions of the parties are hereby voided, of no force and effect and that this Contract shall cover all terms and conditions of the parties.

NOW, THEREFORE, the Board of Education hereby agrees to employ the Superintendent, and the Superintendent accepts such employment on the following terms:

1. **Term.** This Contract is for a proportional two (2) year term to begin effective on the date of the last signature of the parties below ("commencement date") and ending on the 30th day of June 2026 ("year one") and continuing from July 1, 2026, through June 30, 2027 ("year two" or "termination date"). As a general matter, each July 1st to June 30th of each year is deemed one "Contract year" and each day of a Contract year is deemed a "Contract Day."

2. **Salary.** The salary for the balance of 2025-2026 through the 30th day of June 2026 of year one shall be based on a previously agreed upon monthly annualized amount of Twenty-Seven Thousand, Eight Hundred Ten Dollars ($27,810), payable in equal installments in accordance with the policy of the Board governing payment of professional staff employees of the District.

The School District, acting by and through its Board of Education, reserves the right to adjust the annual salary during year two of the term of this Contract, said salary adjustment, however, shall not reduce the annual salary to any lesser amount than that as above stated. Any

adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the School District has extended or entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

If the Superintendent is elected to or assigned any other office or offices of the Board of Education or positions or responsibilities in connection with the District, the Superintendent shall perform such duties without remuneration other than that as provided in this Contract

This Contract shall conform to the regulations governing deductions with reference to Tax Withholdings, Social Security and Medicare, and the School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this Contract. Upon termination of this Contract prior to the end of the term, the compensation shall be an amount which bears the same ratio to the Contract year salary herein specified as the number of Contract days of service to the date of such termination bears to the number of days of service provided in the applicable Contract year. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Superintendent.

3. **Benefits.** As further consideration for the services to be performed by Superintendent, it is agreed as follows:

A. Leave & Other Benefits. Except as hereinafter provided, the Superintendent shall receive vacation, annual (sick) leave, leave accumulation, long service increment, compensation for in-district travel, and other rights or benefits as provided by and subject to all restrictions and limitations contained in the School District's "Employee Handbook/Administrative Addendum" as amended from time to time, as long as the Superintendent meets all conditions and eligibility requirements for such rights or benefits as required therein.

B. Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels at the expense of the District and shall be reimbursed for ordinary and necessary expenses incurred relative to employment and consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff. In addition, District shall pay Superintendent's dues to the American Association of School Administrators (AASA), Nebraska Council of School Administrators (NCSA) and Lincoln Chamber of Commerce annually.

C. Life Insurance. Subject to all policy eligibility terms and requirements of the District's group term life insurance, the District shall provide the Superintendent with and/or pay the premiums on $250,000.00 of such or other insurance.

4. **Duties.** The Superintendent shall reside in the District and shall perform the duties assigned by the Board of Education. In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education of the District. The Superintendent agrees to devote full time to the Superintendent's position, provided

that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties. The Superintendent shall in all respects diligently and faithfully perform the assigned duties as Superintendent to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

The areas of general administration of instruction, human resources, communications, government relations and business affairs will be lodged with the Superintendent and administered by the Superintendent with the assistance of the Superintendent's staff. In performing the foregoing duties the Superintendent shall be subject to the laws of the State of Nebraska and the policies, regulations and directives of the Board of Education. The Superintendent shall at least annually evaluate all Associate Superintendents and Assistants to the Superintendent and report on same to the Board of Education.

It shall be the responsibility of the Superintendent to initiate and assure that an evaluation of the Superintendent is appropriately conducted and completed each year according to law.

The Superintendent is required as part of the Superintendent's duties to be accessible at all times and as such, the District requires the Superintendent to have a cellular phone and laptop computer, or other electronic equipment, software or devices to provide for such immediate and/or remote access to the Superintendent.

5. **Contract Termination.** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which constitutes just cause or substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, this Contract may be amended, non-renewed, terminated or cancelled and the Superintendent may be reassigned, have the Contract amended, or be discharged in accordance with applicable law, and subject to the requirements of Sections 79-824 through 79-842, as amended from time to time; provided, the Superintendent has been given the reasons for the action in writing prior to official action being taken according to law. Suspension or other disciplinary action may be enforced in accordance with applicable law.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment is true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude, or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

To the extent not covered by the District's medical insurance plan, the District shall reimburse the Superintendent for the full cost of a complete annual physical examination at such

location and by such physician(s) as selected by the Superintendent with approval of the Board President. In addition, it is further agreed that the Board of Education at its cost and expense, shall annually or as otherwise requested, require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the performance of the Superintendent's duties impossible, the Board of Education may, at its option and subject to applicable law, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

6. **Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; (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 and (4) 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. This Contract is subject to provisions of the School Employees' Retirement Act.

7. **Indemnity.** The Board of Education agrees to indemnify and hold the Superintendent harmless from any expense or liability the Superintendent may incur, in the Superintendent's individual capacity or as an agent and employee of the School District, as the result of claims, demands, suits, actions, and other legal proceedings asserted against the Superintendent and arising out of actions taken within the scope of the Superintendent's authority and employment duties. Appropriate liability insurance coverage shall be provided, at School District expense, for the benefit of the Superintendent. In no event will individual Board members be personally liable for indemnifying the Superintendent under the provisions of this paragraph. If a conflict exists between the legal position of the Superintendent and the legal position of the School District, the Superintendent may, with the consent of the Board of Education, engage separate counsel for the Superintendent's defense. In that event, the School District will pay all attorneys' fees and other expenses incurred for defense of the Superintendent.

Executed this 9th day of September, 2025 John Skretta Superintendent	Executed this 9 day of Sept, 2025 Board of Education of Lancaster County School District 0001, a/k/a Lincoln Public Schools By: _____ President