

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT BOYD COUNTY PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Boyd County Public Schools**, legally known as **Boyd County School District No. 08-0051**, and referred to as "the Board" and "the School District" respectively, and **Michael Brown**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract.

The Superintendent shall be employed for a period of one (1) year beginning on July 1, 2020, and expiring on June 30, 2021. This contract is entered into for the sole purpose of employing the Superintendent for the period specified above. It shall not be subject to renewal by statute or any provision of this contract. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 10.

Section 2. Salary.

The annual salary for this contract shall be \$TBD payable in equal monthly payments beginning in the month of July 2020.

Section 3. 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.

Section 4. Professional Status.

The Superintendent affirms that (s)he is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, (s)he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which

(s)he will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that (s)he registers his/her certificate.

Section 5. Superintendent's Duties.

The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote his/her time, skill, labor and attention to his/her duties throughout the contract term. (S)He shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to him/her. By agreement with the Board, (s)he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his/her duties and obligations to the school district.

Section 6. Board-Superintendent Relationship.

The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. (S)He shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. (S)He is responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

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, 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. The parties agree that the Superintendent's failure to comply with his duties under Section 14 (Evaluation) shall constitute a material breach of this contract.

Section 8. Disability.

If the Superintendent is unable to perform his/her duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of more than 60 days or if the disability is permanent, irreparable, or of such a 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 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 or reimburse him for mileage required in the performance of his/her official duties at the rate approved by the Board. The reimbursement rate shall be the NDE allowance rate.

Section 10. Fringe Benefits.

The Board shall provide the Superintendent with the following fringe benefits:

- a. Health Insurance.** Superintendent shall be entitled to group health insurance that is provided to certificated staff through the District's health insurance carrier.
- b. Dental Insurance.** Superintendent shall be entitled to family dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. Sick Leave.** The Superintendent shall be entitled to 10 days of sick leave per year. Sick leave may be accrued up to 50 working days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, (s)he shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of his sick days and shall

provide the Board of Education with a report of his accumulated sick days at least quarterly. The Superintendent shall not be compensated for unused days of sick leave upon the ending of his employment with the District.

d. Vacation. The Superintendent shall have twenty (20) vacation days for the 2020-2021 contract year which (s)he may use at times (s)he chooses so long as his/her 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 2019-20 contract year, the Board shall give the Superintendent the number of days necessary to restore his/her total to twenty (20) days. For example, if (s)he uses 12 days of vacation one year, the board will provide him/her with 12 days the following year to bring his/her total to 20 days. The Superintendent shall develop a system for recording his/her 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/her vacation days and shall provide the Board of Education with a report of his/her accumulated vacation days at least quarterly. The Board may require his to use his/her vacation days and shall compensate him/her for unused vacation days upon the conclusion of his employment.

e. Personal Days. The Superintendent shall have four (4) personal leave days to be used during the contract year.

f. Professional Development. The Superintendent is expected to continue his/her professional development and to participate in relevant learning experiences. With the approval of the Board, (s)he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.

- g. Professional Dues.** The school district will pay the annual dues for the Superintendent's membership in the following organizations: NCSA/AASA.
- h. Physical Examination.** The Superintendent may voluntarily undergo a physical examination. The Superintendent agrees that (s)he will authorize the physician performing each such examination to provide the Board with all records, results and medical judgments of the examination. Up to \$ 500.00 of the cost of such physical examination and physician's reports which are not paid for by the Superintendent's insurance coverage shall be paid by the District.
- i. Bereavement Leave.** The Superintendent shall be permitted bereavement leave as provided in District policy. In the event that the District does not have a bereavement leave policy, the Superintendent will be allowed up to 1 day of paid bereavement leave per year.
- j. Holidays.** The Superintendent shall receive the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- k. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$300.00 or more.

Section 11. Principal Residence/Domicile in School District. The Superintendent shall have his/her domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain his/her domicile and residence within the boundaries of the District during the term of this agreement, or any renewal, amendment, or

continuation thereof, except as otherwise provided herein. If the Superintendent is in his/her first year of employment with the District and does not have his/her domicile and principal place of residence within the District at the time of his/her employment, the Superintendent shall move his/her domicile and principal place of residence into the corporate limits of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain his/her domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the district as a legal voter of the school district; (3) to be involved in school and community activities bringing him/her in contact with parents and community leaders and be committed to the future of the district and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and understanding for the cultural basis of the community, and the social, economic, and environmental problems of the children of the school community and are thus less likely to be considered isolated from the community in which (s)he is the educational leader.

Section 12. No Penalty for Release or Resignation. There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 13. Compensation Upon Termination and Credit for Accrued Vacation. 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 fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary (s)he was paid but had not earned prior to the date of termination of this contract. (S)He shall be paid for any unused vacation days at the daily compensation rate then in effect at the termination of employment.

Section 14. Evaluation. The Board shall evaluate the Superintendent twice during his/her 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 December meeting**. The Superintendent shall: remind the

Board members in writing of this provision no later than its **regular November meeting**; make his/her evaluation an agenda item for the regular **December** board meeting during each year of this contract; and provide them with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 15. Legal Actions. The Board will support the Superintendent if there is a legal dispute caused by his/her carrying out his/her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his/her performance of his/her duties or his/her position as Superintendent of the district, the Board will provide him/her with a legal defense to the maximum extent permitted by law so long as (s)he acted in good faith and in a manner which (s)he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his/her conduct was unlawful.

Section 16. Physical or Mental Examination. The Superintendent agrees that, at the request of the Board, (s)he 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 HIPAA, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of his/her position.

Section 17. Disciplinary Action. The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the school district to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising his/her of the alleged reasons for the proposed action and provided the opportunity to present his/her version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a formal due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

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 contact.

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 is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement 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 _____, 2019.

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 20__.

Superintendent