

## CONTRACT OF EMPLOYMENT SUPERINTENDENT OF SCHOOLS

This contract is made by and between the Board of Education of Burwell Public Schools, legally known as Garfield County School District 100, referred to herein as the "Board" and the "District" respectively, and Dale Maynard, referred to herein as "Mr. Maynard" or the "Superintendent."

WITNESSETH: In accordance with its action taken and recorded in the minutes of its meeting held on February 9, 2022, the Board offers to employ Mr. Maynard as its Superintendent of Schools and Mr. Maynard agrees to accept such employment subject to the terms and conditions set forth below.

**Section 1. Term of Contract.** This contract shall be for a period of two (2) contract years beginning July 1, 2022 and ending on June 30, 2024. The term "contract year" shall mean the period from July 1<sup>st</sup> through June 30<sup>th</sup>.

**Section 2. Duty Days.** Duty days will not include Saturdays, Sundays, scheduled school holidays when school is not in session and teachers and/or staff are not required to be at school, including, but not limited to the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Section 3. Salary.** The Superintendent's salary for the (two year) contract shall be One Hundred Twenty Three Thousand Five Hundred Dollars annually subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments commencing in July 2022 in accordance with the District's payment practices for professional staff members. The Board may increase the compensation as an amendment to the contract without the amendment's constituting a new contract or extending the contract term but it shall not reduce the compensation during the contract term except for just and sufficient cause as authorized by law;

**Section 4. Professional Status.** The Superintendent affirms that he is not under contract with another school board or board of education covering any part of the term of this Contract. Throughout the term, he will hold a valid certificate to act as a superintendent of schools in the State of Nebraska, which he will register in the central office of the District as required by law. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate.

**Section 5. Duties.** The Superintendent shall be responsible for the administration and operation of the instruction and business affairs of the District. He shall devote his entire time, skills, and effort to the performance of his duties and shall undertake and perform them in an efficient and businesslike manner in accordance with Section CEB GENERAL ADMINISTRATION of the Board Policy Manual as well as other Board policies and directives, the rules and regulations of the Nebraska Department of Education, and state and federal law. He shall not engage in any other business, profession or occupation without the Board's prior written consent. By agreement with the Board, 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 duties and obligations to the District.

With advisory assistance from the Board, the Superintendent is authorized to organize, reorganize, and arrange the Administrative and Supervisory staff in a manner which he judges to best serve the school district. The administration of instruction and business affairs are lodged with the Superintendent and administered by him with the assistance of his staff. He is responsible for selecting, placing, and transferring personnel. He is authorized to fill vacancies temporarily and to make such other temporary arrangements as are necessary until the next regular Board meeting.

**Section 6. Transportation.** The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the State of Nebraska.

**Section 7. Fringe Benefits.** Except as otherwise provided herein, the Superintendent is eligible to receive all benefits provided to all other certificated employees of the District, including participation in an I.R.S. Section 125 Plan. The superintendent may choose to take the appropriate insurance as provided to the teachers or receive the In-Lieu of insurance dollar amount that is also provided to the teachers.

**Section 8. Disability Insurance.** The Superintendent shall be required to purchase disability insurance from the school district's carrier at his own expense. The Board will increase his salary by the amount of the premium cost.

**Section 9. Sick Leave.** The Superintendent shall carry over the sick leave days he accumulated during his employment as principal. Beginning with the 2022-2023 contract year, the Board will grant him ten (10) days of sick leave per year which may accumulate to a maximum of thirty (30) days. For the purpose of this section, the term "working days" will not include any Saturday,

Sunday, school holiday or legal holiday. The Superintendent shall be compensated for unused sick leave upon the conclusion of his employment.

**Section 10. Bereavement Leave.** The Superintendent shall be allowed sufficient bereavement leave days as may be arranged in conference between the Superintendent and President of the Board.

**Section 11. 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 three (3) months, 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 12. Absence of Five or More Days.** If the Superintendent is absent for more than five consecutive days because of illness or injury, the Board may require him to provide a doctor's certificate confirming that his absence was a reasonable and necessary consequence of his illness or injury. If he qualifies for disability pay under the long-term disability policy, he shall be required to take the disability pay instead of sick leave pay.

**Section 13. Vacation.** The Board shall provide him with up to twenty (20) vacation days each contract year to bring his total of accumulated days to a maximum of twenty (20) days. Vacation days are intended to be used as vacation during summer months outside the school year when his absence will cause the least inconvenience to the normal operation of the District. Each year the Board shall provide the Superintendent with up to twenty vacation (20) days to bring his total accumulation up to twenty (20) days. For example, if the Superintendent uses ten (10) days of vacation one year, the board will provide him with ten (10) days the following year to bring his total to twenty (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. Annually, at the Board's regularly scheduled August meeting, and at other times upon the Board's request, the Superintendent shall report to the Board on the number of vacation days he has used. The Board shall compensate the Superintendent for unused vacation leave upon the conclusion of his employment.

**Section 14. Professional Development and Dues.** The Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the board's approval, he may attend appropriate professional meetings and the Board will pay for reasonable and necessary expenses for attendance at approved meetings. The District will pay the annual dues for the Superintendent's membership in the professional organizations that the parties agree upon.

**Section 15. Evaluation.** The Board shall evaluate the Superintendent at least once each year. The Board may evaluate the Superintendent more frequently when it determines in its sole discretion that more frequent evaluations are appropriate. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and provide them with the written evaluation instrument to be used. The Board shall put its evaluations in writing and discuss them with the Superintendent. He shall sign each evaluation to acknowledge receipt of it, and a fully signed copy of each evaluation shall become part of his personnel file.

**Section 16. Physical or Mental Examination.** The Board may 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 shall address whether the Superintendent is able to perform the "essential functions" of his position.

**Section 17. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties in good faith. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as superintendent of the District, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the District's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

**Section 18. Amendment or Nonrenewal of the Contract.** If the Board determines that it is appropriate to consider the amendment or nonrenewal of this contract, it shall notify the Superintendent of its intention in writing on or before the November board meeting of the last year of the contract term and shall comply with the applicable statutory procedures. If the Board does not give such notice, the contract shall be extended by one (1) contract year from the end of its stated term.

**Section 19. Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for sufficient legal reason which shall include, but not be limited to, 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) intemperance; (k) conviction of a felony; or (l) any conduct, event or state of facts that substantially interferes with the Superintendent's continued performance of his duties. The procedures for cancellation or mid-term amendment of this contract shall be in accordance with state statutes.

**Section 20. No Penalty for Release or Resignation.** There shall not be a penalty for the Superintendent's release or resignation from this contract; provided that no offer to resign shall become effective before the expiration of the contract unless the Board accepts the resignation and fixes the date at which it shall take effect.

**Section 21. 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 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 he was paid but had not earned prior to the date of termination of this contract.

**Section 22. 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 23. 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 24. 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 enforcement of the remaining provisions of this contract.

Randall Dethi

School Board President

3/22/2022

Date

Dale Maynard

School Superintendent

3/22/2022

Date